CITY COUNCIL REGULAR MEETING

City Hall Council Chambers
September 11, 2024
6:00 PM
AGENDA

https://us06web.zoom.us/j/86236701477

I. CALL TO ORDER

II. ROLL CALL

Honorable Mayor & City Council

- Joseph Geierman, Mayor
- Gerald Evans, Council Member, District 1, Post 1,Mayor Pro Tem
- Open Seat, Council Member, District 1, Post 2
- Warren Simmons, Council Member, District 1, Post 3
- Stephe Koontz, Council Member, District 2, Post 1
- Carrie Armistead, Council Member, District 2, Post 2
- Chris Henshaw, Council Member, District 2, Post 3

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MEETING AGENDA

- Approval of Meeting Agenda

V. PROCLAMATIONS AND RECOGNITIONS

A. Georgia Reads Proclamation Presented by Mayor Joseph Geierman to Edgar Perez and Elizabeth Lin

VI. PUBLIC COMMENT

- Speakers are limited to three (3) minutes each.

VII. CONSENT AGENDA

A. August 14, 2024 Regular City Council Meeting Minutes for Approval

B. August 21, 2024 Regular City Council Meeting Minutes for Approval

C. License Agreement with MARTA for digital sign on Buford Highway.

D. 2024 MUTCD Sign Replacement Project (Special Tax District)

VIII. REPORTS AND PRESENTATIONS

A. City Manager Update Presented by Chris Eldridge

IX. UNFINISHED BUSINESS

A. Resolution to Request Legislative Delegation to Propose Charter Changes regarding filling of Mayor and Council Vacancies and for Plurality Elections Presented by Cecil McLendon, City Attorney

X. NEW BUSINESS

A. FY2025 Budget (First Public Hearing) Presented by China Agu, Director of Finance

B. City of Doraville 2025 Renewal Summary Presented by Delores Waithe, Human Resources Director

C. Consideration of Approval of First Amendment to Employment City of Doraville Georgia Presented by Cecil McLendon, City Attorney

D. Bankers Industrial Drive - Paving Presented by Chirs LaFleur, Director of Public Works

E. Intergovernmental Agreement for the Provision of Financial and Support Services to the City of Doraville Downtown Development Authority. Presented by Cecil McLendon, Authority Attorney

XI. DISCUSSION ITEMS

XII. OTHER BUSINESS

XIII. COUNCIL COMMENTS

XIV. EXECUTIVE SESSION

- If needed for Litigation, Personnel or Real Estate

XV. ADJOURNMENT

AGENDA ITEM NO. V.A

Agenda Item Memorandum

CITY COUNCIL AGENDA ITEM REPORT

ITEM TITLE: Georgia Reads Proclamation
Presented by Mayor Joseph Geierman to Edgar Perez and Elizabeth Lin

DATE: September 11, 2024

SUBMITTED BY: Shanta Bingham, City Clerk

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS AND RECOGINITIONS

SUGGESTED ACTION:

ATTACHMENTS:
Georgia Reads Day Proclamation 09.11.2024

Proclamation of the Honorable Mayor and City Council of the City of Doraville, Georgia

Recognizing September 30, 2024, as

GEORGIA READS DAY

WHEREAS, Literacy is not just an education issue but an economic, workforce, and quality of life issue. It is also a predictor of future educational achievement, economic status, and lifelong health and well-being

WHEREAS, In 2023, 61% of Georgia rising fourth graders did not read proficiently, and research shows that children who are proficient readers by the end of third grade are four times more likely to graduate from high school than their peers who are not reading on grade level.

WHEREAS, The General Assembly recognized the importance of literacy skills with the passage of two bills in 2023: SB 211, that created the Georgia Council on Literacy, and HB 538, that requires comprehensive education reforms for reading instruction in the science of reading.

WHEREAS, Understanding that collaborative efforts and strategic partnerships must be undertaken to effectively address literacy issues, the Georgia Municipal Association (GMA) and its nonprofit organization, Georgia City Solutions, members of the Georgia General Assembly, and football champion now turned children's author, Malcolm Mitchell, partnered with the Georgia Council on Literacy to launch "Georgia Reads" at the 2024 GMA Annual Convention.

WHEREAS, The City of Doraville's Public Library offers a variety of Storytime programs aimed at fostering early literacy among children. Programs like "Books and Babies Storytime" are designed to engage young minds with stories, rhymes, and songs1. These initiatives are crucial as they help develop early reading habits in children like Edgar Perez and Elizabeth Lin along with many others which help to improve greater academic success later in life.

WHEREAS, September 30, 2024, marks a date when all Georgians are encouraged to create awareness about the importance of reading and encourage community partnerships to promote future literacy improvements

WHEREAS, Together we can improve Georgia's economic vitality one book at a time.

NOW, THEREFORE, BE IT RESOLVED, I, Joseph Geierman do hereby proclaim September 30, 2024 as the City of Doraville's "GEORGIA READS DAY" and encourage all residents, businesses, and community partners to help promote and elevate literacy as a community priority.

In witness whereof, I have hereunto set my hand on this 11th Day of September 2024 and cause the official seal of the City of Doraville, Georgia to be affixed.

CITY OF DORAVILLE, GEORGIA

_____
Honorable Joseph Geierman, Mayor

Attested By:

_____
Shanta J. Bingham, City Clerk

AGENDA ITEM NO. VII.A

Agenda Item Memorandum

CITY COUNCIL AGENDA ITEM REPORT

ITEM TITLE: August 14, 2024 Regular City Council Meeting Minutes for Approval

DATE: September 11, 2024

SUBMITTED BY: Shanta Bingham, City Clerk

ITEM TYPE: Action Item

AGENDA SECTION: CONSENT AGENDA

SUGGESTED ACTION:

ATTACHMENTS:
08.14.2024 Regular City Council Meeting Minutes final SJB.pdf

THE CITY OF Doraville
Diversity, Vitality, Community

City Council Regular Meeting
Wednesday, August 14, 2024
Meeting Minutes

Prepared by:
Shanta J. Bingham, City Clerk

City Hall Council Chambers
3725 Park Avenue
Doraville, Georgia 30340

6 p.m.

I. CALL TO ORDER

Mayor Joseph Geierman called the meeting to Order.

II. ROLL CALL

Mayor Geierman, Council Members Gerald Evans, Warren Simmons, Carrie Armistead, Stephe Koontz, and Chris Henshaw were present.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MEETING AGENDA

There was a motion to approve the August 11, 2024, agenda as presented.
MOTION: Chris Henshaw
SECOND: Gerald Evans

Ayes: Gerald Evans, Warren Simmons, Stephe Koontz, Carrie Armistead and Chris Henshaw
Nays: None
Abstain: None
Motion passes 5-0.

V. PROCLAMATIONS AND RECOGNITIONS

A. Senior Citizens Day Presented by Mayor Geierman to Doraville Seniors(Mary Coggins and Angela Flurry). Mayor Geierman presented the Proclamation to Ms. Coggins and Ms. Flurry. Ms. Coggins addressed the Council and thanked the City for their support.

VI. PUBLIC COMMENT

Tim Synder, Northwoods complained about an email received by Council Member Koontz, addressed and supports the Electric Community Policing item presented by Council Member Evans. Appreciative of the work that the Police and Code Department is doing.

Angela Flurry, Northwoods, good to see the Police out in the community on a daily basis writing tickets and pulling people over. Addressed concerns with cut-through traffic endangering the neighborhoods.

DeWayne Coleman, asked Council to look into the Public Works Department.

Dawn O'Connor thanked Council Members Evans and Koontz. Thanked the Police Department for bringing up the Electric Vehicle item.

Susan Crawford, Oakcliff, addressed Council regarding rooming houses, code issues, and would like the City to look out for the people who live here.

Tom Hart, Gordon Heights, addressed hearing impaired concerns, trash pickup, tennis courts

Terry and Jerry, Northwoods, in support of electric vehicles, supports Police and Code, encouraged adding more staff to focus on neighborhoods and neighborhood safety.

VII. CONSENT AGENDA

There was a motion to approve the Consent Agenda as presented.

MOTION: Stephe Koontz
SECOND: Warren Simmons

Ayes: Gerald Evans, Warren Simmons, Stephe Koontz, Carrie Armistead and Chris Henshaw
Nays: None
Abstain: None
Motion passes 5-0.

A. Extended Evening Park Hours for Mini-Pitch and Tennis Courts

B. July 10, 2024 Regular Council Meeting Minutes for Approval

C. July 17, 2024 Regular City Council Zoning Meeting Minutes for Approval

D. Doraville PD/Marta PD Memorandum of Understanding

VIII. REPORTS AND PRESENTATIONS

A. City Manager Update Presented by Chris Eldridge, City Manager
City Manager Eldridge reported that Code Enforcement wrote 19 tickets, a lot of businesses operating past midnight, serving alcohol with no licenses and findings of video poker, addressed tennis courts, demolish done inhouse, Georgia Power to run power for lighting, Halpern Park demolition done inhouse as well, Park restroom construction close, boxing club will be out by October 1, training for Public Works, seven (7) day coverage, community service through Courts, sign replacement, Stream Restoration Kickoff near Community Garden, request for lighting near Homeland and Peachtree Industrial Boulevard. Looking for LED lighting, the Police had a nice drug bust, issued speeding tickets, dealt with homeless issues, homeless person destroyed the door at the Police Department, and everything submitted to the

County for the English Oak Park with Karen Pachuta, CID Board voted to pay the 20% match for the Chestnut Drive realignment, parking deck, budget update, should have audit draft this week, pickleball versus Tucker, personnel evaluations, will be paid for performance, pool retirement party, start smart basketball is full, and a new principal at Doraville United has been great.

Council Discussion

Council Member Simmons asked for an update on Norfolk Southern, the timeframe for businesses getting their OTC revoked, the water leak in the median in front of the recycle plant along the SSD, lighting on the poles at PIB and Homeland, gate valve cover at Marta, gunshot detection, can the detectors be next to the power pole.

Council Member Armistead asked for an update on the Raven detectors and if the detectors know the difference between fireworks versus gunshots and street light studies.

Council Member Henshaw encouraged residents to reach out regarding issues with boarding houses, difficult taxi services as well as gambling machines to try and get the State laws either repealed or changed, inquired about updates on the new schools in Northwoods, updated on the CUP process and how to enforce the issues.

Council Member Evans reconfirmed the closing of the pool and doggy splash day.

Council Member Koontz asked for an update on the Van Fleet Sidewalk and thanked the City Manager for bringing the item to the CID Board Meeting.

IX. DISCUSSION ITEMS

A. Implementation of Community Policing Patrols with Electric Vehicles

Council Member Evans presented the item. Thanked the Police Department for outstanding work in the community. Proposing to the Council to consider allocating additional resources to the police department to include increasing the budget, and investing in electric vehicles for the fleet, proposal of installation of charging stations, the primary goal is to better serve our residents, but to make residents feel safe, stronger police presence will deter crime, and address potential issues like running stop signs, super speeders across neighborhoods. It will serve as a citywide initiative for

a meaningful police engagement with the community.

Council Member Koontz mentioned needing more Community Policing but not certain there is a need for Electric vehicles. Concern with shifting focus from criminal hotspots will have a negative impact on the community. Ask that Council be careful to not shift focus from future plans and would like to see what the Chief's recommendations are.

The consensus of the Council is for the Budget Committee to look at different options during budget discussions.

B. Budget Selection Committee

China Agu, Director of Finance gave an overview of the item.

There was a motion to nominate Council Members Simmons, Henshaw, and Armistead to the Budget Committee.

All in favor, Motion passes 5-0

Finance Director Agu will follow up with an email for meeting dates.

C. Policy Update/Adding Paid Parental Leave Presented by Delores Waithe, Director of Human Resources
Mayor Geierman thanked Director Waithe for the successful inspiring internship program the City had.

Director Waithe presented the Policy update item to the Council.

Council discussed the Paid parental leave update and the consensus is to move forward and have staff come back with something for the next Council Meeting.

X. NEW BUSINESS

A. Digital Business Card Subscription
Council Member Evans presented the item and asked Council for approval for a digital footprint on your phone.

The consensus of the Council is that Council Member Evans to subcribe to the digital Business card as requested.

B. Resolution to Amend the Fee Schedule for Film and Media Production Permits and Allocate Associate Revenues for Public Art Within the City.

Mayira Bunting, gave an overview of the item to the Council.

Council discussed and the consensus was to approve the item with a few amendments.

There was a motion to approve the enhanced resolution amending the film and media production schedule and helping pay more revenue.
MOTION: Stephe Koontz
SECOND: Carrie Armistead

There was a motion to **amend** the original motion. To add $20.00 a parking space per lane closure, where the parking space is included in that lane closure per day. A maximum feet of lane closure over 200 feet to 1,000 feet. Then the applicant would have to reapply. The same would apply to sidewalk closure. Council

MOTION: Warren Simmons
SECOND: Stephe Koontz

Ayes: Gerald Evans, Warren Simmons, Stephe Koontz, Carrie Armistead and Chris Henshaw
Nays: None
Abstain: None
Motion passes 5-0.

Mayor Geierman called for a two-minute break.

XI. OLD/CONTINUING BUSINESS

A. Road Safety and Prioritization
Chris Eldridge, City Manager presented the item.

Council Discussion

Council discussed speed signs, and signage and will provide a report to Council by October providing data

B. Annexation Efforts
Presented by Chris Eldridge, City Manager

City Manager Eldridge is meeting with Marketing firms on Friday and recommended dates for Community Meetings. The proposed dates are September 5(Honeysuckle Park), September 15(Sequoyah Middle School) and October 1 (City Hall) at 7pm

XII. COUNCIL COMMENTS

XIII. EXECUTIVE SESSION

- If needed for Litigation, Personnel, or Real Estate

XIV. ADJOURNMENT

XIII. ADJOURNMENT

There was a motion to adjourn the July 10, 2024 Council meeting.
MOTION: Chris Henshaw
SECOND: Carrie Armistead

Ayes: Gerald Evans, Warren Simmons, Stephe Koontz, Carrie Armistead and Chris Henshaw
Nays: None
Abstain: None
Motion passes 5-0.

Approved:

_____
Joseph Geierman, Mayor

Attest:

_____
Shanta J. Bingham, City Clerk

AGENDA ITEM NO.
VII.B

Agenda Item Memorandum

CITY COUNCIL AGENDA ITEM REPORT

ITEM TITLE: August 21, 2024 Regular City Council Meeting Minutes for Approval

DATE: September 11, 2024

SUBMITTED BY: Shanta Bingham, City Clerk

ITEM TYPE: Action Item

AGENDA SECTION: CONSENT AGENDA

SUGGESTED ACTION:

ATTACHMENTS:
08.21.2024 Regular City Council Zoning Meeting Minutes final SJB.pdf

THE CITY OF Doraville
Diversity, Vitality, Community

City Council Regular Meeting (Zoning)
Wednesday, August 21, 2024
Meeting Minutes

Prepared by:
Shanta J. Bingham, City Clerk

City Hall Council Chambers
3725 Park Avenue
Doraville, Georgia 30340

6 p.m.

I. CALL TO ORDER

Mayor Joseph Geierman called the meeting to Order.

II. ROLL CALL

Mayor Geierman, Council Members Gerald Evans, Warren Simmons, Carrie Armistead, Stephe Koontz, and Chris Henshaw were present.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MEETING AGENDA

There was a motion to approve the August 21, 2024 , agenda as presented.
MOTION: Stephe Koontz
SECOND: Chris Henshaw

Ayes: Gerald Evans, Warren Simmons, Stephe Koontz, Carrie Armistead and Chris Henshaw
Nays: None
Abstain: None
Motion passes 5-0.

V. PROCLAMATIONS AND RECOGNITIONS

VI. PUBLIC COMMENT

Ron Harwick, Aspen Woods Court, addressed the Council regarding a sinkhole on Winter Chapel, trash concerns, and parking concerns preventing emergency vehicles and postal carriers from providing services and would like the police to start writing tickets.

Timothy Belyeu, Northeast Expressway, addressed concerns with Lodge Atlanta, turning Lodge Atlanta from a Hotel into an apartment complex. Asked the Council to investigate whether the hotel can change into an apartment complex.

Susan Fraysse- Oakcliff Estates, happy to see several items on the agenda, Happy to see the Master Plan on the agenda, looking for information on Annexation Plans on the website.

VII. CONSENT AGENDA

There was a motion to approve the Consent Agenda moving items A, B and D., approving item C.

MOTION: Stephe Koontz
SECOND: Carrie Armistead

Ayes: Gerald Evans, Warren Simmons, Stephe Koontz, Carrie Armistead and Chris Henshaw
Nays: None
Abstain: None
Motion passes 5-0.

A. Aquatics Plan Task Order

B. Honeysuckle Park Master Plan Task Order-

There was a motion to approve items A and B, from the former Consent Agenda, the Aquatics Plan Task Order and the Honeysuckle Master Plan Task Order.
MOTION: Carrie Armistead
SECOND: Gerald Evans

Ayes: Gerald Evans, Warren Simmons, Stephe Koontz, Carrie Armistead and Chris Henshaw
Nays: None
Abstain: None
Motion passes 5-0.

D. Renaming Chestnut Rd Spur off Tilly Mill Rd "Ancient Faith Drive"

2584-2614 Chestnut Drive and 2628 Homeland Drive, amend the resolution to include the street name at 2628 Homeland to 2628 Ancient Faith along with the other two properties.

There was a motion to change the name from 2584 and 2614 Chestnut and 2628 Homeland to Ancient Faith as the street name.
MOTION: Stephe Koontz
SECOND: Carrie Armistead
Ayes: Gerald Evans, Warren Simmons, Stephe Koontz, Carrie Armistead and Chris Henshaw
Nays: None
Abstain: none
Motion passes 5-0

IX UNFINISHED BUSINESS

a. Discussion on Revising Charter to Amend Method of Councilmembers Replacement Upon Resignation and Election by Plurality Presented by Cecil McLendon, City Attorney

Mr. McLendon presented the Charter revisions to the Council. Council discussed different provisions that would be beneficial to City business in the event of several vacancies on the Council. Special Election options pursuant to Georgia law and plurality language.

Mr. McLendon to provide options to the Council next month for approval. Once approved, will send to the Legislators for consideration in the Spring.

X. NEW BUSINESS

A. **Civic Forward Strategies Contract**

Chris Eldridge, City Manager presented the item to the Council. Tom Gale has helped with Annexation efforts. Marketing Firm to assist with Annexation efforts.

The consensus of the Council is for staff to work with Civic Forward Strategies for Annexation marketing.

There was a motion to pass the Civic Forward Strategies Contract
MOTION: Gerald Evans
SECOND: Chris Henshaw
Ayes: Gerald Evans, Warren Simmons, Stephe Koontz, Carrie Armistead and Chris Henshaw
Nays: None
Abstain: None
Motion passes 5-0.

B. **Residential Sanitation Services**

Chris Eldridge, City Manager presented the item and gave an overview of the proposed services.

The Consensus of the Council is for Staff to move forward with pursuing a contract with Waste Pro, and would notify Dekalb County after Council approval.

There was a motion to ask the City Manager to pursue a contract with Waste Pro.
MOTION: Stephe Koontz
SECOND: Warren Simmons
Ayes: Gerald Evans, Warren Simmons, Stephe Koontz, Carrie Armistead and Chris Henshaw
Nays: None
Abstain: None
Motion passes 5-0.

XI. DISCUSSION ITEMS

A. GIS Improvements

Chris Eldridge, City Manager presented the item to Council. Mr. Eldridge reported that staff has been working for several months on projects and strategizing on ways to improve the software. Believes the tool will help show the progress of the City. Eva Kennedy provided a comprehensive overview of GIS best practices, provided resources and provided guidance as the City.

Council discussed tracking, ways the app can be used, the app providing actual data and being able to tell a story, costs associated with the software, vehicle tracking, licensing, and how many users will have access to the program, rental properties, and the ability to see things in real-time.

Staff will present the item to the Budget Committee for consideration.

B. Enhancing Housing Flexibility for Homeowners with Homestead Exemptions

Mayor Geierman prefaced the item regarding a new Ordinance regarding accessory structures. Council Member Koontz reported that the proposed Ordinance change would affect primary homeowners with Homestead exemption status. Rental property owners would not qualify. Primary homeowners would provide proof before a permit application is reviewed by the City, would add the following conditions: show proof of homestead exemption to build the secondary unit and if the primary residence is sold to a 3rd party, that unit would remain, however, the homeowner would not be able to rent the secondary unit out.

This option would provide different housing options, flexibility, and enhancing housing options for homeowners with Homestead.

Council discussed and the consensus is to work with Staff to bring something back in October for Council to consider.

XII. COUNCIL COMMENTS

Council Member Simmons- No Council comment
Council Member Henshaw- No Council comment

Council Member Armistead- No Council comment

Council Member Evans- Thanked Staff and Police for staying late

Council Member Koontz- Aware of the housing crisis and trying to help the public deal with it.

XIII. EXECUTIVE SESSION

There was a motion to enter an Executive Session for Litigation, Personnel, or Real Estate.

MOTION: Stephe Koontz
SECOND: Gerald Evans

Ayes: Gerald Evans, Warren Simmons, Stephe Koontz, Carrie Armistead and Chris Henshaw
Nays: None
Abstain: None
Motion passes 5-0.

There was a motion to exit the Executive Session for Litigation, Personnel, or Real Estate.

MOTION: Gerald Evans
SECOND: Chris Henshaw

Ayes: Gerald Evans, Warren Simmons, Stephe Koontz, Carrie Armistead and Chris Henshaw
Nays: None
Abstain: None
Motion passes 5-0.

Cecil McLendon reported that there was a discussion in the Executive Session regarding the terms of a potential settlement agreement.

There was a motion to authorize the Mayor to move forward with executing the agreement in a substantially similar form, to present it subject to the approval of the City Attorney and City Manager.

MOTION: Stephe Koontz
SECOND: Chris Henshaw

Ayes: Gerald Evans, Warren Simmons, Stephe Koontz, Carrie Armistead and Chris Henshaw
Nays: None
Abstain: None
Motion passes 5-0.

XIII. ADJOURNMENT

There was a motion to adjourn the July 10, 2024 Council meeting.
MOTION: Warren Simmons
SECOND: Carrie Armistead

Ayes: Gerald Evans, Warren Simmons, Stephe Koontz, Carrie Armistead and Chris Henshaw
Nays: None
Abstain: None
Motion passes 5-0.

Approved:

_____
Joseph Geierman, Mayor

Attest:

_____
Shanta J. Bingham, City Clerk

AGENDA ITEM NO. VII.C

Agenda Item Memorandum

CITY COUNCIL AGENDA ITEM REPORT

ITEM TITLE: License Agreement with MARTA for digital sign on Buford Highway.

DATE: September 11, 2024

SUBMITTED BY: Shanta Bingham, Community Development

ITEM TYPE: Action Item

AGENDA SECTION: CONSENT AGENDA

SUGGESTED ACTION: Approval

ATTACHMENTS:

Cover Page & CC Memo - MARTA License Agreement.pdf
Doraville Signage Installation - License Agreement - MARTA.pdf
Resolution - MARTA License Agreement.pdf

THE CITY OF Doraville
Diversity, Vitality, Community

COMMUNITY DEVELOPMENT

3725 Park Avenue
Doraville, GA 30340

Action Item

PRESENTER: City of Doraville

REQUEST: **License Agreement with MARTA for information sign on Buford Hwy.**

CITY MANAGER
CHRIS ELDRIDGE

PLANNING DIRECTOR
AUSTIN SHELTON

THE CITY OF Doraville
Diversity, Vitality, Community

COMMUNITY DEVELOPMENT

3725 Park Avenue
Doraville, GA 30340

CONTACT US

PHONE: (770) 451-8745
WEBSITE: www.doravillega.us

MAYOR AND COUNCIL
September 11, 2024

MEMORANDUM

TO: Mayor and City Council

FROM: Austin Shelton, Director of Planning + Community Development

SUBJECT: **License Agreement with MARTA.**

DATE: September 11, 2024

PURPOSE

License Agreement with MARTA for digital sign at Buford Highway and Oakcliff Road.

BACKGROUND

Doraville has contracted with Clayton Signs to install three (3) digital public information signs using ARPA funds. Two of the three signs are located on City-owned property, one at New Peachtree Road and Park Avenue, and the other at Honeysuckle Park. The third will be located at the corner of Buford Highway and Oakcliff Road, on property owned by MARTA.

In order to install and maintain the sign on MARTA's property, the City must enter into a License Agreement with MARTA. The City has negotiated that there will be no license fees, and in exchange the City will maintain the property for the duration of the license, including trash pickup, mowing, etc.

The license will run for five (5) years, the maximum that MARTA can currently offer. At the end of the agreement the City would seek a new license from MARTA into the future, for the life of the sign.

RECOMMENDEDATIONS

Staff recommends approval of the License Agreement as written.

GEORGIA MARTA PARCEL NO. D3084
DEKALB, COUNTY

NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT
for
Sign Installation and Maintenance

THIS REVOCABLE NON-EXCLUSIVE REAL ESTATE LICENSE AGREEMENT ("License" or "Agreement") is made and entered into on the _____ of _____, 2024 ("Effective Date"), by and between the METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY, a public body Georgia corporate created under Georgia Laws 1965, pp. 2243 et seq. as amended ("MARTA") and CITY OF DORAVILLE ("Licensee").

WHEREAS, MARTA is the owner of certain real property 5888 Buford Highway (aka 3095 Oakcliff Road) which includes Tax Parcel ID 18 337 08 002. located in Land Lot 337 of the 18th District in Dekalb County within the City of Doraville, (the "Property") constituting those tracts or parcels of land as noted on **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, MARTA wishes to grant Licensee a temporary non-exclusive revocable license to erect, manage, and maintain an electronic monument sign **Exhibit A** (the "Licensed Area"), for the purpose described herein and, on the terms, and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by MARTA and Licensee, MARTA and Licensee do hereby agree as follows:

Section 1. **Grant of License and Use.**

Subject to the terms and conditions set forth hereinafter, and in exchange for any License fees set forth in Section 3 paid to MARTA by Licensee, MARTA does hereby grant unto and in favor of Licensee a non-exclusive, revocable, and non-transferable license ("License") to use the Licensed Area solely for the purposes of installation and maintenance of an illuminated double-sided monument sign with electronic message center as depicted in **Exhibit B** (the "Sign"). The Licensed Area includes Access to the Sign and Utility Run needed to power the Sign.

Construction of the sign must be approved in writing by MARTA and any additional insurance requirements as requested by MARTA's Office of Risk Management must be met. An installation and safety plan must be submitted prior to the event(s) for MARTA written approval. Licensee is responsible at its own cost to provide and pay for ongoing utility charges to the Sign.

Licensee shall use the Licensed Area only for the purposes described herein. Licensee's use of the Licensed Area for any purpose not described herein shall result in the automatic termination of the License. Any modification to the planned use of the Licensed Area must be approved in writing by MARTA in advance. Any modification to the planned use of the Licensed Area not so approved will result in termination of this License, subject to reasonable notice and a reasonable opportunity to cure.

Section 2. **Term.**

The term of this License shall be for sixty-months, commencing on the Effective Date, and expiring at the end of sixty (60) calendar months thereafter, unless earlier terminated in accordance with the terms hereof. Either party shall have the right to terminate this Agreement by giving the other party at least thirty (30) days' written notice. MARTA reserves the right to immediately terminate this License, in the event of damage to or interference with any MARTA facilities located within, above or adjacent to the Property by Licensee.

Section 3. **License Fee(s).**

License Fees are waived for Licensee as MARTA's municipal partner.

If applicable, Monthly License Fees are due on the first (1st) day of each month during the term of the License without demand, offset, or abatement of any kind. Licensee agrees to pay said Monthly License Fees via US Post Service first class mail (or overnight courier service) to MARTA, P.O. Box 404218, Atlanta, Georgia, 30384-4218, accountsreceivable@itsmarta.com, or to such other party as designated in writing by MARTA. If the Monthly License Fee is not received by the tenth (10th) day of each month, the Licensee shall pay, in addition to the Monthly License Fees, a late fee/charge in the amount totaling 10% of the then current license fee each month the same is late. Any check or instrument required hereunder to be presented by the Licensee to MARTA that is returned by the institution upon which it is drawn for insufficient funds, or any other reason, will obligate the Licensee to a service charge of 5% of the face amount of the check or instrument in addition to the required payment. If a second check or instrument is returned, or if the check or instrument initially dishonored is dishonored a second time, then MARTA, in its sole judgment, may require the Licensee to make payment with cash, money order or certified check.

Section 4. **Access**.

MARTA hereby reserves the right to access upon across and through the Property and the Licensed Area for the maintenance, inspection, repair and replacement of any and all MARTA facilities within, above, below or adjacent to the Property. Licensee acknowledges and agrees that MARTA's maintenance, inspection, repair and replacement rights may impact Licensee's access to and use of the Licensed Area from time to time. MARTA shall provide Licensee with thirty (30) days' advance notice (except in the event of an emergency) before commencing of any such activity. Licensee's rent shall be prorated to the extent and for so long as MARTA's activity prevents Licensee's access to and use of the Licensed Area and no other reasonable accommodation is provided to Licensee by MARTA.

MARTA shall provide Licensee with notice of any non-emergency activity on propertyadjacent to the Property and Licensed Area at least fifteen (15) days before any such activity commences.

Section 5. **Rights.**

Licensee shall not further license, transfer, convey or assign any or all of Licensee's right under the License without first obtaining the written consent of MARTA. Any attempt to further license, transfer, convey or assign such rights, without first obtaining the written consent of MARTA shall be void and shall be grounds for immediate termination by MARTA of this License.

No termination of this License prior to the normal ending thereof, by lapse of time or otherwise, shall affect MARTA's right to collect the Monthly License Fee for the period prior to termination thereof. In all cases where Licensee is in possession of the premises after the expiration of the original term as a licensee at will, Licensee agrees to vacate the premises upon thirty (30) days

notice from MARTA. No failure of MARTA to exercise any power given MARTA hereunder, or to insist upon strict compliance, by Licensee with his obligation hereunder, and on custom or practice of the parties at variance with the terms hereof shall constitute a waiver of MARTA's right to demand exact compliance with the terms hereof.

Section 6. **Time is of the Essence.**

The parties agree that time is of the essence in all provisions of this License.

Section 7. **Maintenance.**

Licensee accepts the Licensed Area in its present condition and as suited for the uses intended by Licensee. Licensee shall throughout the term of this License and all renewals thereof, at its expense, maintain in good order and repair the Licensed Area, including the improvements (if applicable) located thereon.

MARTA is not obligated to make any improvements or repairs on said property of any nature whatsoever, except when reasonably considered necessary or desirable by MARTA (and provided that, in connection with any such improvements or repairs, MARTA shall exercise commercially reasonable efforts to minimize interference with Licensee's permitted use of the Licensed Area and the visibility of Licensee's signage thereon).

Licensee agrees to keep the Licensed Area in a neat, clean and orderly condition and state of repair, including, without limitation, maintaining the Licensed Area free and clear of all litter and debris. MARTA shall notify Licensee when the Licensed Area has not been adequately cleaned or maintained or when further cleaning and/or maintenance are necessary, as determined in the reasonable discretion of MARTA representatives.

In addition, Licensee agrees to perform routine maintenance, to include trash pickup, landscaping, and mowing, to the following address ("Maintenance Parcel") shown below:

Address	Parcel ID
5888 Buford Highway	18 337 08 002

MARTA shall notify Licensee when the Maintenance Parcel has not been adequately maintained as described above, as determined in the reasonable discretion of MARTA representatives.

Section 8. **Surrender.**

At the expiration of the term of this License, or at the earlier termination hereof, Licensee shall surrender the Licensed Area to MARTA in the same condition as it existed on the Effective Date, reasonable wear and tear excepted, or in its current condition upon MARTAS preference. If MARTA elects to receive the Licensed Area as it existed and Licensee does not clean and/or restore said Licensed Area as herein provided, MARTA may clean and/or restore the Licensed Area and Licensee shall reimburse MARTA for any and all costs and expenses actually incurred by MARTA for said purpose within ten (10) days following receipt of MARTA's statement therefrom.

At the expiration of this License, all Licensee responsibility for maintenance of the Licensed Area and the Maintenance Parcel shall immediately cease.

Section 9. **Entire Agreement.**

This License contains the entire agreement between MARTA and Licensee and no representation,

inducements, promises or agreements, oral or otherwise, between MARTA and Licensee with respect to the subject matter hereof not set forth herein shall be of any force and effect. Except as specifically set forth herein, this License may only be amended or modified by a written instrument signed by both parties.

Section 10. **Disclaimer.**

MARTA expressly disclaims, and does not hereby make, any warranty of title to the Property and any and all warranties as to the condition of the Licensed Area and as to the fitness of the Licensed Area for any particular purpose.

Section 11. **Conveyance.**

Both MARTA and Licensee expressly agree that no interest in real property whatsoever is hereby conveyed by this License, and that the use of the Licensed Area by Licensee shall not be construed to be an interest in real property of any kind whatsoever. To the extent MARTA granted Licensee the right to use any real property owned by MARTA, all of Licensee's rights hereunder constitute a usufruct, which is not subject to levy or sale. No estate shall pass out of MARTA.

Section 12. **Indemnification**

To the extent permitted by law, Licensee shall and does hereby agree to indemnify and hold harmless MARTA and MARTA's officers, directors, officials, employees, attorneys, agents, servants, successors, assigns, transferees and representatives from any and all, and all manner of, action and actions, cause and causes of action, suits, losses, costs, expenses, judgements, claims, liabilities, injuries and expenses (including, without limitation, reasonable attorney's fees and costs), in law and in equity, for (a) any loss, life, bodily injury or personal injury to any persons whomsoever, and (b) any loss damage or destruction of or to any property of any kind or nature (each and every such liability, loss, cost, claim, demand, damage or expense being referred to collectively as a "Loss"), licensed, or controlled by any persons or entities whomsoever, to the extent such Loss arises from, or in any manner grows out of or occurs in connection with, any act, omission, or neglect on or about the Property and Licensed Area during the term of this License by Licensee (or contractors, assigns, sub-licensees, partners, agents or employees). Notwithstanding the foregoing, MARTA acknowledges and agrees that Licensee's obligation to indemnify and hold harmless MARTA and related parties shall not extend to or include any Loss to the extent arising out of (i) any negligent, unlawful or other tortious act or omission on the part of MARTA or its officers, directors, officials, employees, attorneys, agents, servants, successors, assigns, transferees and representatives.

Section 13. **Insurance**

Licensee shall purchase and maintain insurance per **Exhibit C** for protection from claims for damages because of bodily injury, including death, and from any claims which may arise out of or result from any activities whatsoever undertaken by Licensee or any other party or parties whosoever or whatsoever occurring on the Property and Licensed Area, irrespective of whether said activities were in connection with the use of the Property and the Licensed Area. Certificates of such insurance shall be filed with MARTA prior to the commencement of this License. Said insurance certificate shall list MARTA as Certificate Holder and Additional Insured.

Section 14. **Destruction of Property**.

If the Licensed Area is totally destroyed by storm, fire, lightning, earthquake or other casualty, this License shall terminate as of the day of such destruction, and the Monthly License Fee, if any, shall

be accounted for as between MARTA and Licensee as of that date. If the Licensed Area is damaged but not wholly destroyed by any of such casualties, the Monthly License Fee, if any, shall abate in such proportion as use of the premises has been destroyed; provided, however, that if substantial but partial destruction shall occur, Licensee at its option, may terminate this License by thirty (30) days' written notice to MARTA given within ten (10) days from the date of such partial destruction. In no event shall MARTA be liable to Licensee for any consequential damage to Licensee by reason of the destruction of or defect in the Licensed Area.

In the event of termination for any reason, all Licensee responsibility for maintenance of the Licensed Area and the Maintenance Parcel shall immediately cease.

Section 15. **Jurisdiction.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its choice of law principles. The parties hereby submit and consent to the exclusive jurisdiction of the Superior Courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the parties waives any objection which it may have based on improper venue or forum *non conveniens* to the conduct of any such actionor proceeding in such court.

Section 16. **Default.**

In the event the Licensee shall default in the payment of the Monthly License Fees, if any, herein reserved, when due, and fails to cure said default within five (5) days after written notice thereof from MARTA; or if Licensee shall be in default in performing any of the terms or provisions of this License other than the provisions requiring the payment of the Monthly License Fees, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from MARTA (or any longer period reasonably required so long as Licensee commences such cure within such thirty (30) day period and reasonably and diligently prosecutes such cure to completion); or if Licensee is adjudicated bankrupt; or if a permanent receiver is appointed for Licensee's property and such receiver is not removed within sixty (60) days after written notice from MARTA to Licensee to obtain such removal; or if, whether voluntarily or involuntarily, Licensee takes advantage of any debtors relief proceedings under any present or future law, whereby the Monthly License Fee or any part thereof is, or is proposed to be, reduced or payment thereof deferred, and, if such proceeding is involuntary, such proceeding is not discharged by Licensee within sixty (60) days; or if Licensee's effects should be levied upon or attached under process against Licensee, not satisfied or dissolved within thirty (30) days after written notice from MARTA to Licensee to obtain satisfaction thereof; then, and in any of said events, MARTA may at its election at any time thereafter (but only during the continuance of such event of default) terminate this License by written notice to Licensee whereupon this License shall end.

If MARTA exercises its option to terminate, Licensee will immediately surrender possession of the premises to MARTA and remove all of Licensee's effects therefrom, using such force as may be necessary without liability for trespass, forcible entry, detainer or other tort. In the event of termination for any reason, all Licensee responsibility for maintenance of the Licensed Area and the Maintenance Parcel shall immediately cease.

Section 17. **Validity.**

In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and the remainder of this Agreement shall not be affected and shall continue to be enforceable to the greatest extent under applicable law. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or

expiration of this Agreement which must survive in order to give effect to its meaning, shall survive the expirationor termination of this Agreement.

Section 18. **Signatures.**

This License shall (a) shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors-in-interest and assigns; and (b) may be executed in one or more counterparts, each of which shall constitute one and the same instrument.

Section 19. **Modifications.**

This Agreement and any exhibits or addenda attached hereto or referenced herein shall comprise the entire agreement of the parties relating to the subject matter hereof and supersedes all previous communications, representations, or agreements (oral or written) between the parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each party's Authorized Representative and each such writing shall be deemed to incorporate all of the documents comprising this Agreement, except to the extent that MARTA is authorized under this Agreement orapplicable law to issue unilateral changes to this Agreement. LICENSEE MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ANY BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY MARTA AND OF NO FORCE OR EFFECT. No presumption of any applicable law relating to the interpretation of Agreements against the drafter shall applyto this Agreement.

Section 20. **Notices.**

All notices, demands and request hereunder by either party to the other shall be in writing and sent by certified United States Mail Postage prepaid as follows:

(a) To Licensee addressed to Austin Shelton, 3725 Park Ave, Atlanta, Georgia 30340, or to such other place in the United States as Licensee may from time-to-time designate in writing;

(b) To MARTA addressed to MARTA, Real Estate, 2424 Piedmont Road, NE, Atlanta, Georgia 30324, or to such other person or persons and at such other places in the United States as MARTA may from time-to-time designate in writing.

Section 21. **Federal Transit Administration and Federal Interest.**

(a) Licensee acknowledges that MARTA is the recipient of Federal grants through the Federal Transit Administration ("FTA"), which funded, in part, the Property and the Licensed Area. The Licensee further acknowledges that pursuant to FTA grant requirements, MARTA must demonstrate and retain satisfactory continuing control over the use of the Property and the Licensed Area. Licensee agrees that it will not exercise any right permitted under this Agreement in a manner which compromises or otherwisediminishes MARTA's obligation to retain satisfactory continuing control over the use of the Property and Licensed Area.

(b) Satisfactory continuing control is defined as the legal assurance that FTA-funded property will remain available to be used for its originallyauthorized purpose throughout its useful life until disposition.

(c) Licensee acknowledges the Federal interest in the Property and Licensed Area and agrees that it will take no action which compromises or otherwise diminishes such interest.

(d) Licensee acknowledges that MARTA must comply with all applicable Federal statutes, regulations, orders, certification and assurances, or other Federal law (collectively referred to as "Federal laws"), including, but not limited to, those set forth in the current FTA Master Agreement governing transit projects supported with Federal assistance awarded through the FTA. Licensee agrees that it will take no action seeking compliance with non-Federal laws to the extent such laws conflict with applicable Federal laws.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have caused this License to be executed as of the Effective Date.

METROPOLITAN ATLANTA
RAPID TRANSIT AUTHORITY

_____
Robin Boyd
Real Estate Director

Approved as to Legal Form:

_____
Counsel, Metropolitan Atlanta Rapid Transit Authority

_____
City of Doraville

EXHIBIT A
Licensed Area

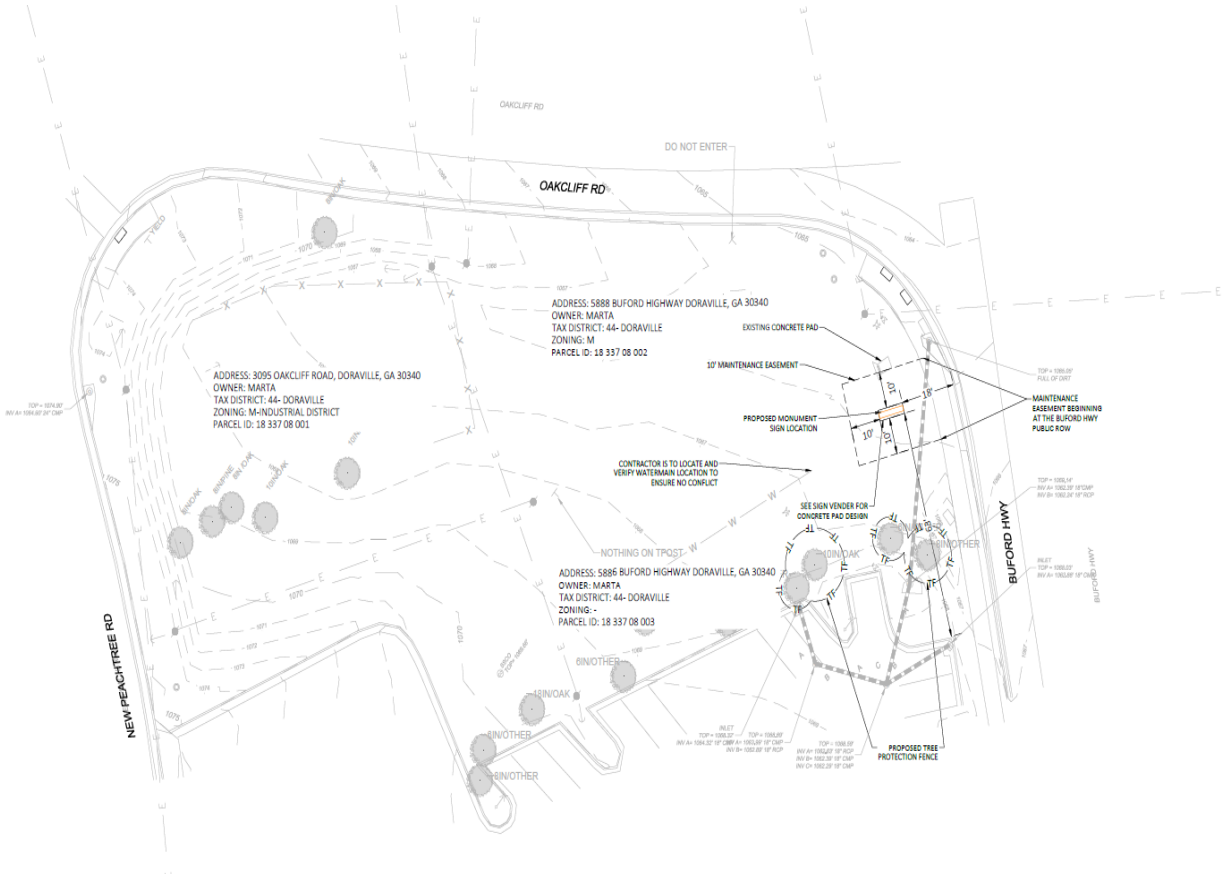


EXHIBIT B
Sign

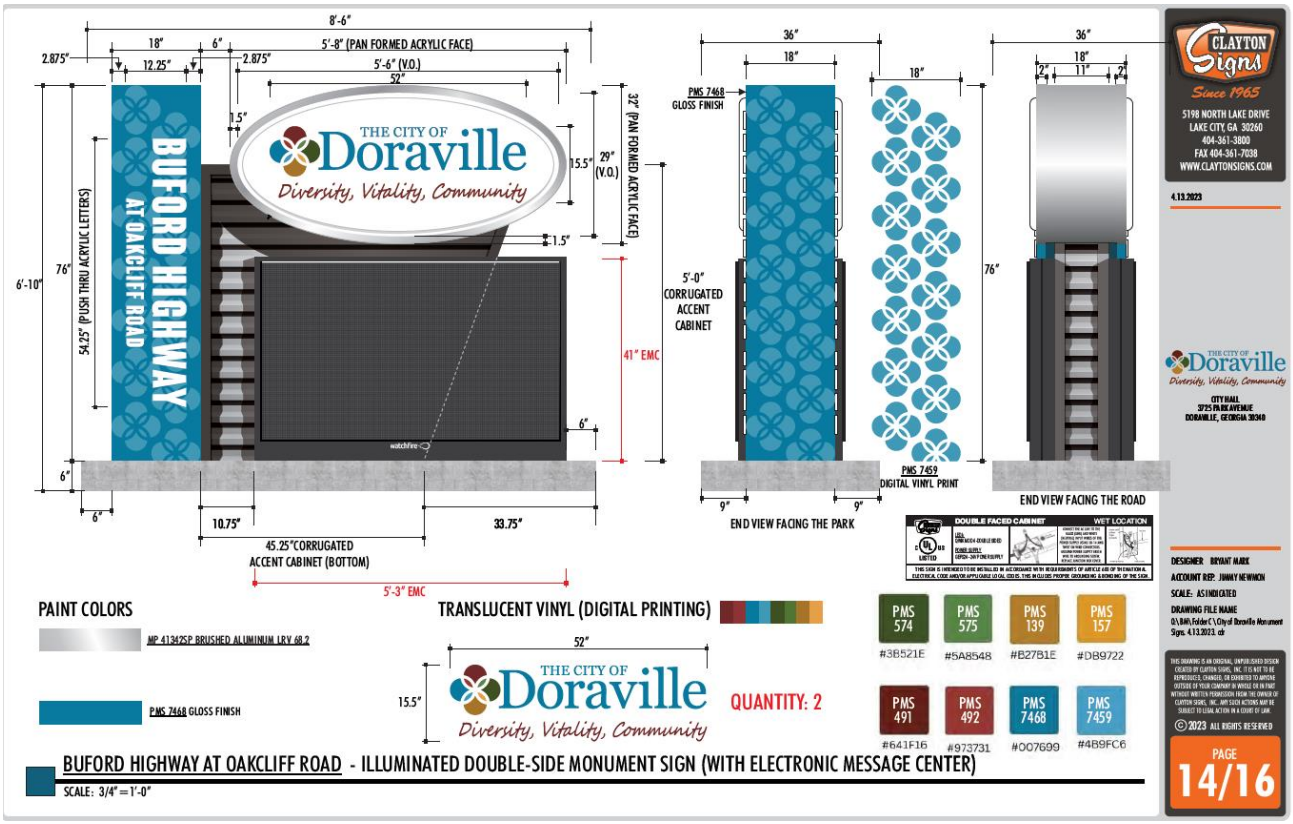


EXHIBIT C
Insurance

INSURANCE REQUIREMENTS FOR USE OF MARTA PROPERTY

A. The Contractor, or other parties performing work on the Property at the direction of the Contractor or ("Assigned Contractors"), shall maintain in effect at all times while performing work upon the Property, at least the following coverages and limits of insurance:

1. Automobile, Bodily Injury and Property Damage Liability, with not less than $1,000,000 single limits per occurrence.

2. General Liability (Public Liability), Bodily Injury and Property Damage, including Products/Completed Operations and including Contractual Liability Insurance covering the indemnity provided under Article 8 of the Subsurface Property Lease with not less than $1,000,000 single limits per occurrence.

3. Workers Compensation - Georgia statutory coverage and Employers Liability with not less than $100,000 limit.

4. Professional Liability, with not less than $1,000,000 single limits per occurrence.

B. The foregoing coverages shall be secured through insurers and under forms of policies acceptable to MARTA, and shall include provisions that such insurance cannot be cancelled or its limits reduced without at least 30 days prior written notice to MARTA, Office of Risk Management, 2424 Piedmont Road, N.E., 6th Floor, Atlanta, Georgia 30324-3330. Before beginning work on the Property, the Contractor or Sub-Contractors shall provide to MARTA certificates of insurance satisfactorily showing that all such insurance is in effect, and if any such insurance expires or is cancelled before all work upon the Property has been completed, shall provide evidence of the extension, renewal, or replacement thereof before such insurance expires or lapses.

C. MARTA shall be listed as an Additional Insured and Certificate Holder for the underlying event. For self-insured Licensee(s), Licensee(s) attests to MARTA as an Additional Insured for this Event under their self-funded coverage.

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF DORAVILLE

RESOLUTION NO. 2024____

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAVILLE, GEORGIA TO ENTER INTO A FIVE-YEAR LICENSE AGREEMENT WITH THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (MARTA) FOR THE PURPOSES OF CONSTRUCTING A DIGITAL PUBLIC INFORMATION SIGN ON PROPERY AT 5888 BUFORD HIGHWAY (PARCEL ID 18 337 08 002).

WHEREAS, the Mayor and Council of the City of Doraville ("Council") are charged with the protection of the public health, safety, and welfare of the citizens of the City of Doraville ("City"); and

WHEREAS, the City has used money from the American Rescue Plan Act (ARPA) for the purposes of constructing digital public information signs at various points in the City; and

WHEREAS, the Council desired to have a sign located on Buford Highway in order to ensure maximum visibility to residents and travelers; and

WHEREAS, the property at 5888 Buford Highway is vacant and ideally situated on a busy corner; and

WHEREAS, the property is also owned by MARTA; and

WHEREAS, a License Agreement is required to construct on property owned by MARTA;

NOW THEREFORE BE IT RESOLVED that the Mayor and City Council of the City of Doraville, Georgia hereby enter into a license agreement for five years with MARTA for a public digital information sign located on Buford Highway at 5888 Buford Highway.

SO RESOLVED, ADOPTED AND EFFECTIVE this ____ day of _____.

CITY OF DORAVILLE, GEORGIA

_____
HONORABLE JOSEPH GEIERMAN,
Mayor, City of Doraville

Approved as to form:

_____
Cecil McLendon, City Attorney

Attest:

(SEAL)

_____
Shanta Bingham, City Clerk

AGENDA ITEM NO.
VII.D

Agenda Item Memorandum

CITY COUNCIL AGENDA ITEM REPORT

ITEM TITLE: 2024 MUTCD Sign Replacement Project (Special Tax District)

DATE: September 11, 2024

SUBMITTED BY: Shanta Bingham, Public Works

ITEM TYPE: Action Item

AGENDA SECTION: CONSENT AGENDA

SUGGESTED ACTION:

ATTACHMENTS:
Memo.pdf
9.11.24 - Special Tax Sign Replacement- Memo.pdf
CMC Inc. - ITB 24-004 - (Revised) 2024 MUTCD Sign Replacement.pdf

THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: 2024 MUTCD Sign Replacement Project (Special Tax District)

DATE OF MEETING: 9.11.24

BUDGET IMPACT: YES

BUDGET IMPACT AMOUNT: $43,366.50

FUNDING SOURCE:

☐ ANNUAL ☑ CAPITAL ☐ N/A

REGULAR MEETING ☑

WORK SESSION ☐

RECOMMENDATION ☐

POLICY/DISCUSSION ☐

REPORT ☐

OTHER ☐

DEPARTMENT: Public Works REQUESTOR: Chris LaFleur

COMMENTS AND RECOMMENDATIONS:

The purpose of this item is to seek approval to award ITB 24-004, 2024 MUTCD Sign Replacement Project (Special Tax District), to CMC, Inc. CMC Inc. was the lone bidder for this project and submitted a bid of $37,710.00 and is fully capable to successfully complete this project. The requested approval amount includes a 15% contingency.

REQUESTED ACTION TO BE TAKEN BY BOARD:

Approval

THE CITY OF Doraville℠

Diversity. Vitality. Community

MEMORANDUM

TO: City Council

FROM: Public Works

SUBJECT: 2024 MUTCD SIGN REPLACEMENT PROJECT (SPECIAL TAX DISTRICT) - ITB 24-004

DATE: September 11, 2024

PURPOSE

The City of Doraville is pleased to announce the receipt of one bid for ITB 24-004, the 2024 MUTCD Sign Replacement Project (SPECIAL TAX DISTRICT). This project involves the replacement and installation of all signage within the Special Tax District, meeting current MUTCD standards and specifications for size, color, and reflectivity.

The lone bidder for this project was CMC, Inc. who submitted a bid of $37,710.00. CMC, Inc. is a prequalified GDOT contractor, work class 636, with solid references and extensive experience completing similar projects. We are confident that CMC, Inc. will complete the project with a high standard of quality.

Staff recommends project award to CMC, Inc.

STAFF RECOMMENDATION: APPROVAL

Invitation to Bid, No. 24-004
2024 MUTCD SIGN REPLACEMENT PROJECT
(SPECIAL TAX DISTRICT)

Release Date: July 15, 2024

Mandatory Pre-Bid Conference
Thursday, August 1, 2024, at 11:00 a.m. EST.
Location : 3725 Park Avenue, Doraville, GA 30340

BID DUE DATE and OPENING DATE:
Thursday, August 15, 2024, at 1:30 p.m. EST.

Bids shall only be accepted at the City Hall at:
3725 Park Avenue, Doraville, GA 30340

Bids shall be accepted prior to the due date, but not later than the due date and time. Bids shall be submitted in hard copy format (two originals) and one flash drive. Any bid submitted in any other format (email, fax, mail, etc.) will not be accepted.

Instructions to Bidders:

1. All communications regarding this solicitation must be with the Public Works Director, Chris LaFleur, Chris.LaFleur@Doravillega.us.

2. All questions or requests for clarification must be sent via e-mail only to Chris.LaFleur@Doravillega.us. Questions are due no later than **Thursday, August 8, 2024, at 4:00 p.m. EST**. Questions received after this date and time may not be answered.

3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes, and other important information regarding the solicitation related to this solicitation will be posted on City website at www.Doravillega.us.

4. The City of Doraville reserves the right to reject all bids and to waive technicalities and informalities, and to make an award in the best interest of the City of Doraville.

5. The City of Doraville is not responsible for any technical difficulties. It is highly recommended that all potential contractors submit their quotes prior to the due date of this solicitation.

CMC, Inc.
269 Twickenham Trace
Suwanee, Georgia 30024
Phone 678-720-1002 / Fax 678-807-2656

August 15, 2024

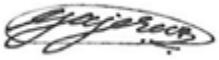
Mr. Chris LaFleur, CPM
Director of Public Works
3725 Park Ave
Doraville, GA 30340

Bid: ITB# 24-004 2024 MUTCD Signs Replacement Project

Mr. LaFleur,
Good afternoon! We have reviewed the subject ITB and are delighted to submit our Bid Proposal enclosed here in. We have included our business history and background with pertinent information requested in the ITB along with Line-Item prices per the revised Bid Schedule.

We would greatly appreciate your review and consideration of our proposal if we are low bidder. We would be very excited and looking forward to work with the City of Doraville if we are successful bidder. Please feel free to contact me if you have any questions.

Very Sincerely,



Chandresh Gajera
President | CMC, Inc
Mobile: (678) 557-8983
Office: (678) 720-1002
Email: cgajera@cmcincus.com

2024 MUTCD Signs Replacement Project

1. History and Organizational Structure of the Firm:

a. Name of Bidder: CMC, Inc.

b. Permanent Main Office Address: 269 Twickenham Trace, Suwanee, GA 30024

c. Telephone: 678-720-1002, Fax: 678-807-2656

d. Primary Contact: Mr. Chandresh Gajera, PE; Mobile: 678-557-8983; email: cgajera@cmcincus.com

e. Project Manager: Mr. Sid Balar; Mobile: 678-283-5760; email: sbalar@cmcincus.com

f. When Organized: 07/12/2005

g. If a Corporation, where incorporated: State of Georgia; We are a sub-chapter S-Corporation for the internal revenue services

h. How many years have you been engaged in the contracting business under your present firm or trade name? : 19+ Years

i. History of general description of work performed by CMC, Inc.

CMC, Inc provides construction management and consulting services to Department of Transportation and Department of Defense clients. We are GDOT Pre-qualified construction contractor, **GDOT Pre-Qualification No.: 2CMC083(Certificate attached)**. Our primary focus for construction services is road and pedestrian safety improvement projects for Local, city, and state government customers. The work involves clearing and grubbing, erosion control measures, traffic control, grading, road realignments, widening, pedestrian safety improvements, street hardscaping, storm drainage, sidewalks, curb & gutters, round abouts, roadway medians, driveways, **roadway signs and striping**, etc and asphalt pavement/signal work using sub-contractors. Our consulting services include design and project management for various types of military facilities and infrastructure improvement projects for the Department of Defense clients.

j. Permanent Employees: CMC, Inc employees following category of disciplines:
   a. Business Management
   b. Project Management
   c. Administrative and Accounting
   d. Project Superintendents
   e. Forman and Equipment Operators
   f. Construction Labors

k. This project coordination structure:
    a. Project manager (Sid Balar) will be primary POC for construction activities and meeting
    b. Mr. Chandresh Gajera will be responsible for contractual and negotiations. He will also be responsible for any technical requirement that may need discussions with City Engineers for the best solutions.

l. Name Change and Partnership: Not applicable.

m. Contractor Registration (Licenses), copies attached:

    a. Georgia DOT Pre-qualification: 2CM083
    b. Georgia Secretary of State Business Registration: 0547216
    c. Gwinnett County License: 2024148061

2. References:

a. Included in Bid Submittal Docs

3. Subcontractors:

a. Planning to self-perform the work

4. Previous Defaults: N/A

5. Work History and Current Contracts:

Contracts on hand: (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).

Following is the list of projects in progress/pending awards:

Project	**Gross Amount**	**Progress**	**Anticipated Completion**
Georgia DOT Call Order-001 PI: 0019336, All Counties: Installation of Sharp Curve Warning Signs at various locations in Habersham, Lumkin, Rabun, Towns, Union and White Counties.	$1,065,470.20	28%	April 2025
City of Milton: TS2-2318 Crabapple Road Pedestrian Improvements	$397,385.00	20%	Nov 2024
City of Gainesville: SR 369 Right Turn Lane Improvements Phase-1.	$489,060.00	15%	Dec 2024

ITB#23-74 Rivertown Road at Cedar Grove Road Improvements, City of South Fulton	$2,533,310.00	25%	June 2025
N Shallowford Road and Peachtree Road at Ellwyn Road Roundabout, City of Chamblee	$1,492,760.00	54%	Feb 2025
BL070-23 Collins Hill Road Widening, Gwinnett County Board of Commissioners, GA	$1,323,506.00	98%	Sept 2024
ITB#22-104 Sidewalk Improvements on Danforth Road, City of South Fulton, GA	$1,394,740.00	85%	Dec 2024
ITB#22-07 Construction of Roundabout for Old Rex Morrow Road and Maddox Road, Clayton County Board of Commissioners, GA	$2,956,735.00	95%	Sept 2024
Wassom Middle School and Jackson Elementary School demolition design at Fort Campbell, KY (U.S. Army Corps of Engineers, Louisville District) *Subconsultant to Blairremy Architect	$303,240.71	98%	Oct 2024
Renovate SW Annex B125 Design at Robins AFB, GA (U.S. Army Corps of Engineers, Savannah District) *Subconsultant to Blairremy Architect	$1,274,559.42	90%	December 2024

List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.

Project	**Cost**	**Completed**
ITB#22-101 Campbellton Road at Stonewall Tell Road Intersection Improvements, City of South Fulton, GA	$3,174,180.00	July 2024
BL052-23 SR140/Jimmy Carter Boulevard Sidewalks (Cash Court to West Peachtree Street), Gwinnett County Board of Commissioners, GA	$517,410.00	April 2024
ITB#23-122 Taylor Road Left Turn Lane, City of Johns Creek, GA	$361,250.73	Sept 2023
ITB#23-335 Autrey Mill Middle School Right-turn Lane Extension, City of Johns Creek, GA	$240,280.00	April 2023
Morton Road Sidewalk, City of Johns Creek, GA	$54,592.70	December 2022
Medlock Bridge Road at N Peachtree St and Langford Road, Gwinnett County, GA	$425,287.32	February 2023

Hewatt Rd at US 78/SR 10, Brownlee Road at Mountain Park Elementary School, SR264/Bethany Church Rd; Gwinnett County, GA.	$839,094.28	Oct 2022
Florence Road at C.H. James Parkway, City of Powder Springs, GA	$348,172.39	May 2022
GDOT CO#09 Roundabout on SR53@SR183, Dawson Co, GA	$188,061.76	January 2019
GDOT CO#011 Spalding Co SR362/Williamson Rd, GA	$406,461.83	April 2017
PCR for Repair Apron Pavements at Vance AFB	$570,068.00	August 2021
Regrade Gravel Parking lot for Forsyth County, GA	$22,747.10	April 2021
Reconstruct Taxiway M at Cannon AFB	$484,537.00	October 2020
Reconstruct Taxiway Alpha at Whiteman AFB	$683,121.00	November 2021
PCR for Repair Scott Drive at Scott AFB	$717,265.00	October 2021

6. Background and experience of the principal members of the organization, including officers:

Mr. Chandresh Gajera, President. Mr. Gajera is a licensed Professional Engineer in the State of Georgia. Work experience includes 20+ years of experience in Design and Construction management for Department of Transportation (DOT) and Department of Defense (DoD) Projects in the size range of $1M to $257M. Mr. Gajera's DoD experience includes design, construction management (Title II) services for various Military Facilities (Airfield projects, Barracks, Squad Ops, Aircraft Hangar, Command Posts, Entry Control Points, HQs, Air Traffic Control Towers, and other various military facilities)

Mrs. Jyotsna Gajera, Secretary. Mrs. Gajera has an administrative background. She has been managing office admin duties since the inception of our business.

Mr. Sid Balar, Sr. Project Manager. Mr. Balar has 15+ years of experience in working and managing Department of Transportation construction projects. He has worked on multitudes of projects in various sizes with GDOT, Cities and County DOTs construction.

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

September 8, 2023

CERTIFICATE OF QUALIFICATION
Vendor ID: 2CM083

CMC, Inc
269 Twickenham Trace
Suwanee, GA 30024

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

MAXIMUM CAPACITY RATING:	**$18,800,000.00**
CERTIFICATE EXPIRES:	**July 31, 2025**
PRIMARY WORK CLASS/CODE:	**205**
SECONDARY WORK CLASS(ES)/CODE(S):	**149, 150, 201, 205A, 206A, 209, 310, 441, 452, 550, 636, 641, 643, 652, 653, 668 and 700**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification **prior** to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Digitally signed by Marc Mastronardi, P.E.
DN: C=US, E=mmastronardi@dot.ga.gov, O=Georgia Department of Transportation, OU=Division of Construction - Director, CN="Marc Mastronardi, P.E."
Date: 2023.09.21 13:59:50-04'00'

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:TKA

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/19/2023 12:26:28 PM

BUSINESS INFORMATION	
CONTROL NUMBER	0547216
BUSINESS NAME	CMC, INC.
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	01/19/2023
ANNUAL REGISTRATION PERIOD	2023, 2024

PRINCIPAL OFFICE ADDRESS	
ADDRESS	269 TWICKENHAM TRACE, SUWANEE, GA, 30024, USA

REGISTERED AGENT		
NAME	**ADDRESS**	**COUNTY**
Chandresh Gajera	269 Twickenham Trace, Suwanee, GA, 30024, USA	Gwinnett

OFFICERS INFORMATION		
NAME	**TITLE**	**ADDRESS**
CHANDRESH GAJERA	CEO	269 TWICKENHAM TRACE, SUWANEE, GA, 30024, USA
CHANDRESH GAJERA	CFO	269 TWICKENHAM TRACE, SUWANEE, GA, 30024, USA
JYOTSNA GAJERA	SECRETARY	269 TWICKENHAM TRACE, SUWANEE, GA, 30024, USA

AUTHORIZER INFORMATION	
AUTHORIZER SIGNATURE	Chandresh Gajera
AUTHORIZER TITLE	Officer

Control Number : 0547216

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

CMC, INC.
a **Domestic Profit Corporation**

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number	:	22439999
Date Inc/Auth/Filed	:	07/12/2005
Jurisdiction	:	Georgia
Print Date	:	02/01/2022
Form Number	:	211

Brad Raffensperger

Brad Raffensperger
Secretary of State

Only valid at this location and when location conforms to Gwinnett County Ordinance

Gwinnett County Licensing and Revenue
446 W. Crogan Street, Suite 300, Lawrenceville, GA 30046

DISPLAY THIS CERTIFICATE AT BUSINESS LOCATION FOR PUBLIC VIEW

Date Issued:	March 16, 2024	**Certificate Number:**	2024148061
Expires:	March 31, 2025	**Fee:**	$8,445.18
Business Name:	CMC INC		
Description:	Highway, Street, and Bridge Construction		

2024
Not Transferable

Business Location
269 TWICKENHAM TRCE
SUWANEE GA 30024-6946

MAIL TO:
CMC INC
C/O CMC INC
269 TWICKENHAM TRCE ATTN CHANDRESH GAJERA
SUWANEE GA 30024-6946

CONTRACT FOR ITB 24-004

2024 MUTCD Sign Replacement Project (Special Tax District)

This **CONTRACT** made and entered into this ____ day of _____, 2024 by and between the City of Doraville, (Party of the First Part, hereinafter called the "City"), and **-** _____ Party of the Second Part, hereinafter called the "Service Provider" or "Contractor").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. **TERMS:**
   The services to be performed under this Contract shall commence upon the date stated in the Notice to Proceed Letter. The contract period for this contract is **60 days** from the date stated in the Notice to Proceed Letter. Upon the completion of the full scope of work the contract shall terminate absolutely and without further obligation as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the provisions of this Contract.

2. **ATTACHMENTS:**
   The following documents are attached and are specifically incorporated herein by reference; and, along with this Contract and the General Conditions attached as Exhibit A encompass all of the **Contract documents:**

Exhibit A:	General Conditions.
Exhibit B:	Specifications and Scope of Work (ITB 24-004 reference herein).
Exhibit C:	Determination of Responsibility.
Exhibit D:	Bond Documents: Payment Bond, Performance Bond and Maintenance Bond.
Exhibit E:	Georgia Security and Immigration Compliance Affidavit.
Exhibit F:	Drug-Free Workplace.
Exhibit G:	Purchasing Policy Addendum.
Exhibit H:	Affidavit Verifying Status for Public Benefit Application.
Exhibit I:	Bid Documents: References and Subcontractor Form.
Exhibit J:	Non-Collusion Affidavit.
Exhibit K:	Bid Schedule.

3. **PERFORMANCE:**
   Service Provider agrees to furnish all skill and labor of every description necessary to carry out the services in accordance with the Contract Documents (the "Work").

4. **PRICE:**
   The City agrees to pay the Service Provider following receipt by the City of a detailed invoice reflecting the actual work performed by the Service Provider, provided, however, Service Provider guarantees that the maximum price for materials, labor, and expenses, shall be the amount reflected in Exhibit K.

5. INDEMNIFICATION AND HOLD HARMLESS:
[See Section 13 of Exhibit A. --- General Conditions]
Service Provider further agrees to protect, defend, indemnify, and hold harmless the CITY, its council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or subcontract of the Service Provider, as allowed under the law.

6. TERMINATION FOR CAUSE:
The City may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any City's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:
The City may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. TERMINATION FOR FUND APPROPRIATION:
The City may unilaterally terminate this Contract due to lack of funding at any time by written notice to the Service Provider. In the event of the City's termination of this Contract for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:
During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicants or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

10. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, color, sex, national origin, age, or disability which does not preclude the applicate or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each sub-service providers for standard commercial supplies of raw materials.

11. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

12. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

13. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

14. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

15. MERGER CLAUSE:

The parties agree that the terms of this Contract included the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

Signatures on the following page.

Doraville, GEORGIA

By: _____
Joseph Geierman
Mayor City of Doraville, Georgia

ATTEST: _____
Shanta Bingham
City Clerk

APPROVED AS TO FORM:

_____
Cecil McLendon., City Attorney

SERVICE PROVIDER:

Signature_____ Date _____

Print Name_____

Print Title _____

ATTEST:

_____ Date _____

Signature

Print Name_____

Print Title _____

EXHIBIT A

GENERAL CONDITIONS

1. SCOPE OF WORK

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Services attached hereto as Exhibit B.

2. REGULATIONS

2.1 The Service Provides shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

2.2 The Service Provider shall obtain all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by Federal, State, and local laws, ordinance, rules and regulations, for the proper execution of the work specified herein.

2.3 During the performance of this Contract, the Service Provider shall keep current and, if requested by the City, provide copies of any and all licenses, registrations or permits required by applicable governing agencies, The Service Provider shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

2.4 The Service Provider will comply with the City of Doraville's Financial Management and Purchasing Policies.

2.5 The Service Provider will complete all work in accordance with all applicable legal requirements, including but not limited to O.C.G.A. § 50-5-63, as applicable.

3. WORK HOURS

3.1 The Contractor shall normally perform on-site work during Standard Work Hours which are between 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises during Non-standard Work Hours which are outside the Standard Work Hours. Non-Standard Work Hours may be arranged with prior written approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City.

3.2 In the event an emergency condition is declared by the City's Manager of his respective designee, the Contractor will perform work during such hours as requested by the City.

3.3 The City may order the Service Provider to suspend, delay, or interrupt all or any part of the work for such a period of time as he may determine appropriate for the convenience of the City. The time for completion of the work shall be extended by the number of days they work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the work.

4. SERVICE PROVIDER'S PERSONNEL

4.1 The Service Provider will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Service Provider and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal

Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

4.2 The Service Provider shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS E-Verify or SAVE program.

4.3 Should the Service Provider engage employees who are illiterate in English, it will be the Service Provider's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and /or around the areas that relate to them, or the services being performed by them pursuant to this Contract. In addition, the Service Provider will have someone in attendance at all times who can communicate instructions to said employee.

4.4 The Service Provider shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Service Provider for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees have tested negative for drugs. In addition, existing employees of the Service Provider must be subject to drug testing by the Service Provider upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Service Provider. Copies shall be provided to the City if requested.

4.5 The Service Provider shall transfer promptly from the City any employee or employees that the City advises are not satisfactory and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Service Provider.

4.6 The Service Provider's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City.

4.7 A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.

4.8 While working on city property all Service Provider's employees shall wear neat-appearing business casual attire or uniforms with the company name and/ or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

4.9 Designation of Supervisor-the Service Provider shall designate an experienced Supervisor ("Supervisor") acceptable to the City for all purposes related to the work. The initial Supervisor shall be (TBD).

4.9.1 The Supervisor shall be fully responsible for the Service Provider meeting all of its obligations under this Contract. The Supervisor shall provide the City with an appropriate status report on the progress of the project.

4.9.2 The Supervisor shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Supervisor and the City, but the final required times will be the City's discretion.

4.9.3 In the event that the designated Supervisor terminates employment with the Service Provider or is requested by the City to be removed from the role of Supervisor (as provided in Section 4.5), the position shall be assumed by an

individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

4.10 The process by which the implementation partner requests the removal of a team member from the project. If a Service Provider replaces a proposed team member, the Service Provider shall replace that team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

5. TOOLS AND EQUIPMENT

It shall be the sole responsibility of the Service Provider to provide for all tools, parts, and equipment necessary to perform work under this Contract.

6. PERFORMANCE REQUIREMENTS

6.1 The Service Provider shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. The Service Provider shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the City.

6.2 The Service Provider's personnel shall perform work in compliance with all Federal, State, and City of Doraville regulations.

6.3 Dates for commencement and completion of work shall be coordinated with the City's Authorized Representative (CAR).

6.4 Any work required beyond that which is specified herein shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.

6.5 The Service Provider shall utilize maximum safety procedures. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Service Provider is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended at any time.

7. CONFIDENTIAL INFORMATION

7.1 In the course of performing the contract work, the Service Provider may gain access to security-sensitive and other sensitive information of the City.

7.2 The Service Provider agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontracts who have a legitimate need to know such information and only after advising such persons of the Service Provider's non-disclosure obligations.

7.3 The Service Provider shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Service Provider's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.

7.4 The Service Provider shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Service Provider employs and takes to protect its own information, but in no event shall the Service Provider use less than reasonable efforts to protect the City's information.

7.5 The provisions of this Section shall survive the expiration or earlier termination of the Contract.

8. USE OF PREMISES

During the progress of the work specified herein, to the extent any work is performed on the City's premises, the Service Provider shall keep the premises free from accumulation of waste materials, and other debris resulting from, work and about the premises as well as tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

9. SAFETY AND PROTECTION

The Service Provider shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons including, but not limited to, the general public who may be affected thereby.

10. COMPENSATION – INVOICE AND PAYMENT FOR SERVICES

10.1 The City shall pay the Service Provider, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Service Provider to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in the Section.

10.2 The Service Provider shall invoice with such supporting documentation and other backup material as the City may reasonably require. The Service Provider shall provide the Proof of Payment attached as an Exhibit hereto, indicating all subcontractors have paid, with each invoice.

10.3 The Service Provider shall deliver to the City approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Service Provider for the City under this Contract.

10.4 The City shall pay the undisputed amount of the Service Provider's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory service. Items in dispute shall be paid upon the resolution of the dispute. No verification or

payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.

10.5 The Service Provider shall be obligated to pay promptly all proper charges and costs incurred by the Service Provider for labor and expenses incurred for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by the Service Provider to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amount owed to Service Provider hereunder.

10.6 The Service Provider shall submit all invoices City of Doraville Public Works Department electronically to Chris.Lafleur@Doravillega.us and copy to

City of Doraville, GA, Accounts Payable, 3725 Park Avenue, Doraville, GA 30340.

10.7 The Service Provider will agree to comply with the City of Doraville's Financial Policies and Purchasing Policy, to the extent applicable.

10.8 The Service Provider agrees that the compensation provided herein shall be full and final settlement of all claims arising against Doraville for work done, materials furnished, costs incurred or otherwise arising out of this contract and shall release the City from any and all further claims related to the payment for services and materials furnished in connection with this Agreement.

10.9 The Service Provider and City agree that in any event a provision of this Contract pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act are hereby waived and said Contract provision shall control. The City shall not be responsible for any interest penalty or for any late payment.

11. COMPLIANCE WITH LAWS AND REGULATIONS

11.1 The Service Provider shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Doraville, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Service Provider's performance of its obligations and functions hereunder; the Service Provider shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonable request in connection with any such challenge or contest by the City.

11.2 The Service Provider shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or deferral, required for the

performance of its obligations and functions hereunder and shall pay promptly when due all fees, therefore.

11.3 The Service Provider shall abide by all applicable state and federal regulations pertaining to wages and hours of employees; including but not limited to the Service Provider's compliance with requirements of O.C.G.A. 13-10-91 AND Rule 300-104-1-.02.

12. SERVICE PROVIDER'S LIABILITY

The Service Provider shall be responsible for the prompt payment of any fines imposed on the city or the Service Provider by any other federal, state or local governmental agency as a result of the Service Provider's, or its subcontractor's (or the officers' directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Service Provider under this Section 12 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provision of Section 13 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

13. INDEMNIFICATION AND INSURANCE

13.1 The Service Provider shall, to the extent allowed under Georgia law, indemnify, defend and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the boards and of the City), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of the Service Provider's directors, officers, agents, employees, subcontractors, licensees or invitees, in connection with the performance of this contract regardless of where the damage, destruction, injury or death occurred, **unless** such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by the City's negligence or by the joint negligence of the City and any person other that the Service Provider or the Service Provider's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) arising out of or in connection with the failure of the Service Provider to keep, observe or perform any of the covenants or agreements in this Contract which required to be kept, observed or performed by the Service Provider, or (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 13.4 below by or in favor of any person described in Section 13.5 below, or (iv) arising out of or in connection with any action by Service Provider or its directors, officers, agents,

employees, subcontractors, licensees or invitees. The City agrees to give the Service Provider reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow the Service Provider or its insurer to compromise and defend the same to the extent of its interest, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, the Service Provider shall engage counsel reasonably acceptable to the City. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless (1) the Service Provider and the City shall have mutually agreed to the contrary, (2) the Service Provider has failed within a reasonable time to retain counsel reasonably satisfactory to the City, or (3) the City and the Service Provider are both name parties in any such proceeding and, in the sole judgment of the City, representation of both the City and the Service Provider by the same counsel would be inappropriate due to actual or potential differing interests between them. The indemnification provisions of Section 14 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. Notwithstanding anything contained in the foregoing indemnity, any claim for indemnity by the City for claims of thirds parties alleging harm due to the professional services provided by Service Provider, to the fullest extent permitted by law, Service Provider shall indemnify City from and against losses, damages, and judgments arising from such claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to have been caused by a negligent act, error or omission of Service Provider or its sub-Service Providers in the performance of professional services under this Agreement.

13.2 In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Service Provider is enjoined due to infringement of another person or entity's intellectual property rights, the Service Provider shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

13.3 The Service Provider shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Service Provider shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Service Provider will notify the City in writing of any claim made or suit instituted against the Service Provider because of its activities in the performance of the Contract.

13.4 No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Service Provider hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including without limitation members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether at common law or in equity, or by statue or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, or any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Service Provider pursuant to this Contract.

13.5 In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Service Provider, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Service Provider under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Service Provider or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

13.6 No provisions of Section 13 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

13.7 Insurance

13.7.1 General Liability and Automobile Liability. The Service Provider shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Service Provider, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Service Provider's performance of the Contract work:

(1) Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS ($1,000,000.00) combined single limit

per occurrence, and with contractual liability coverage for Service Provider's covenants to and indemnification of the City under the Contract, and

(2) Automobile liability insurance with policy limits of not less than ONE MILLION DOLLARS ($1,000,000.00) combined single limit per accident or occurrence covering each motor vehicle operated on City property.

13.7.1.1 Self-Insured Retention. Service Provider's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding $10,000, if the value of the Contract is less than $1,000,000, and not be subject to a self-insured retention exceeding $100,000 if the Contract is $1,000,000 or more unless approved by the City Manager. Service Provider's automobile liability insurance policies shall not be subject to a self-insured retention exceeding $10,000 unless approved by the City Manager.

13.7.1.2 Additional Insured Endorsement. Service Provider agrees and shall cause the City their member (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance.

13.7.1.2 Workers' Compensation and Employer's Liability. If Service Provider has any employee working on City property, Service Provider shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Service Provider's employer's liability insurance shall not be less than $100,000 for "each employee." If the Service Provider is self-insured, the Service Provider shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations.

13.7.3 Professional Liability Insurance. The Service Provider shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least ONE MILLION DOLLARS ($1,000,000.00) per claim. Such insurance must contain nose and tail coverage to include work performed by the Service Provider from the project's inception date and until such time as the Statute of Limitations has run for the work done on the project.

13.7.4 Health Insurance. Not applicable.

13.7.5 Garage Liability Insurance. Not applicable.

13.7.6 Garage Keeper's Legal Liability Insurance. Not applicable.

13.7.7 Crime Coverage. Not applicable.

13.7.8 Pollution Liability Insurance. Not applicable.

13.7.9 Deductibles. The Service Provider's policies of insurance required by this Section 13.7 may require the Service Provider's payment of a deductible, provided the Service Provider's insurer is required to pay claims from the first dollar at 110% of the claim value without any requirement that the Service Provider pays the deductible prior to its insurer's payment of the claim.

13.7.10 Other Insurance Requirements. All insurance policies required by this Section 13.7 shall be provided that they are primary insurance with respect to any other valid insurance the City may possess and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 14.2 of these General Conditions and said policies shall be in a form satisfactory to the City. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Service Provider shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Service Provider's required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of this Section 13.7.10, and "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Service Provider's self-insured retention. Prior to the expiration of any such policy, the Service Provider shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, the Service Provider shall, within five (5) days after such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Service Provider fails to obtain or have such insurance reinstated, the City

may, if it so elects, and without waiving any other remedy it may have against the Service Provider, immediately terminate this Contract upon written notice to the Service Provider. The City Manager shall have the right to alter the monetary limits or coverage herein specified from time to time during the term of this Contract, and the Service Provider shall comply with all reasonable requests of the City Manager with respect thereto.

14. LIABILITY INSURANCE

14.1 The Contractor shall be required to provide the bonds as dictated in the Procurement Documents in Exhibit D.

14.2 Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be approved to issue insurance policies in the State of Georgia, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A- Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

15. CONTRACT ADJUSTMENTS

15.1 Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Service Provider's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Service Provider's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Service Provider's compensation will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good-faith negotiation by the City and Service Provider and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletion or additions to the scope of work will be set forth in a written Amendment to this Contract.

15.2 Notwithstanding the foregoing, the City shall have the right to terminate this Contract herein should the Service Provider and the City fail to reach agreement on the adjusted compensation within thirty (30) days after the date of the Contract Adjustment.

15.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Service Provider, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

16. SUBCONTRACTORS

16.1 The Service Provider shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by the City. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relative, management, or employees common to the Service Provider; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Service Provider shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself performs or remedy any obligations or functions which the subcontractor fails to perform properly.

Nothing contained herein shall be construed to prevent the Service Provider from using the services of a common carrier for delivering goods to the City. The City approves the sub-Service Providers listed in the Statement of Qualifications.

16.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Service Provider and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 16. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Service Provider. However, such application shall neither make any subcontractor a party to this Contract nor make such subcontractor a third-party beneficiary hereof.

16.3 In the event that the Service Provider employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Service Provider for work performed by a subcontractor) shall be submitted to the City by the Service Provider and the City shall pay all compensation to the Service Provider. It shall be the sole responsibility of the Service Provider to deal with a subcontractor with respect to the collection and submission of invoices and the payment of compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

17. DEFAULT AND TERMINATION

17.1 In the event that:

17.1.1 the Service Provider shall fail to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first failure shall have been given to the Service Provider, but whether or not the Service Provider shall have remedied any such failure); or

17.1.2 the Service Provider shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period

of more than five (5) days after delivery to the Service Provider of a written notice of such breach or default; or

17.1.3 the Service Provider's occupational or business license shall terminate, or the Service Provider shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or

17.1.4 the Service Provider fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision for this Contract; or

17.1.5 the Service Provider shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditor, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

17.1.6 the Service Provider shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or

17.1.7 there is an assignment by the Service Provider of this Contract or any of the Service Provider's rights and obligations hereunder for which the City has not consented in writing; or

17.1.8 the Service Provider shall default on any other agreement entered into by and between Service Provider and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Service Provider. In the event that the City terminates this Contract for default, or the Service Provider abandons or wrongfully terminates the Contract, the Service Provider shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Service Provider hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Service Provider to the City), but the Service Provider shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Service Provider's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

17.2 Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Service Provider thirty (30) days written notice. In that event, the Service Provider shall

proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Service Provider shall be compensated by the City in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Service Provider be entitled to compensation for work not performed or for anticipatory profits. Service Provider shall justify its claims, as requested by the City, with accurate records and data.

17.3 Bankruptcy and Liquidation – In the event the Service Provider (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment pf a custodian, receiver, or trustee for all or a substantial part of its assts; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Service Provider or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

(i) In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damage by use of such back-up or archival copies.

(ii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code.
Upon written request of the City to, as applicable, the Service Provider or the bankruptcy trustee or receiver. The Service Provider or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) form the bankruptcy trustee and shall, if requested, cause a copy of such Source Material (s) to be available to the City.

(iii) In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365 (n) of the

Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or In the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its right under section 503(b) of the Bankruptcy Code.

18. CITY'S AUTHORIZED REPRESENTATIVE

During the term of this Contract, the City manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

19. ASSIGNMENT

Neither this Contract nor any of the Service Provider's rights or obligations hereunder may be assigned by the Service Provider without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Service Provider is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of a power to vote a majority of the outstanding voting stock or ownership interests of the Service Provider shall constitute an assignment of this Contract for purposes of this Section. In the event the Service Provider assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 17 hereof.

20. NOTICES

20.1 Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Service Provider may be hand-delivered, mailed via U.S. Certified Mail or sent next-day delivery by a nationally-recognized overnight delivery service to the Service Provider's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Service Provider, or three (3) days following submission to the Service Provider by U.S. Certified Mail.

20.2 Unless otherwise stated herein, all notices or other writings which the Service Provider is required or permitted to give to the City may be hand-delivered to the City Manager, mail via U.S. Certified Mail. Or sent next-day delivery by a nationally-recognized overnight delivery service for next day delivery to City or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Doraville, GA
ATTN: City Manager
3725 Park Avenue
Doraville, GA 30340.

Service Provider

_____
_____
_____

20.3 Either party may change its notice address by written notice to the other given as provided in this section.

21. NONDISCRIMINATION

21.1 During the performance of this Contract, the Service Provider, for itself, its assignees and successors in interest agrees as follows:

21.1.1 Compliance with Regulations. The Service Provider shall comply with the Law and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

21.1.2 Nondiscrimination. The Service Provider, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Service Provider shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

21.1.3 Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Service Provider for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Service Provider of the Service Provider's obligations under this Contract and the Regulation relative to nondiscrimination on the grounds of race, color or national origin.

21.1.4 Information and Reports. The Service Provider shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such regulations, orders, and instructions, the Service Provider shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

21.1.5 Sanctions for Noncompliance. In the event of the Service Provider's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such Contract Sanctions as it may determine to be appropriate, including but not limited to:
21.5.1 Withholding of payments to the Service Provider under the Contract until the Service Provider complies, and/or
21.5.2 Cancellation, termination or suspension of the Contract, in whole or in part.

21.1.3 Incorporation of Provisions, The Service Provider shall include the provisions of subsections 21.1.1 through 21.1.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Service Provider shall take such action with respect to any subcontractor procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Service Provider may request the City to enter into such litigation to protect the interest of the City and, in addition, the Service Provider may request the interest of the City and, in addition, the Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

21.2 The Service Provider assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Service Provider from the period beginning with the initial solicitation through the completion of the Contract.

22. COPYING DOCUMENTS

The Service Provider hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Service Provider's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Service Provider shall be on behalf of the Service Provider and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

23. GENERAL PROVISIONS

GENERAL CONDITIONS

23.1 The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Proposers, Request for Qualifications, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated herein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions, (iv) the Scope of Work in Exhibit B, (v) the Invitation to Bid, and (vii) the Bid Form.

23.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representation made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

23.3 The Service Provider shall, during the term of this Contract, repair any damage caused t real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Service Provider's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Service Provider shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.

23.4 The Service Provider warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Service Provider or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Service Provider shall indemnify and save the City harmless from and against any and all losses, damages and const, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Service Provider shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, an order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

23.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Service Provider. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Dekalb County, Georgia, and the Service Provider waives any venue objection, including, but not limited to, any objection

that a suit has been brought in an inconvenient forum. The Service Provider agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City.

23.6 The section headings herein are for the convenience of the City and the Service Provider and are not to be used to construe the intent of this Contract or any part thereof or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

23.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

23.8 The delay or failure of the City at any time to insist upon performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Service Provider shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.

23.9 If the City shall, without any fault, be made a party to any litigation commenced between the Service Provider and a third party arising out of the Service Provider's operations and activities at the premises, then the Service Provider shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Service Provider of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment, therefore, and the expiration or earlier termination of this Contract.

23.10 The City shall have the right to recover from the Service Provider all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorney's fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.

23.11 The Service Provider shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the City.

23.12 The Service Provider shall be required, during the term of the Contract at no additional cost to the City, to take such reasonable security precaution with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Service Provider shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

23.13 The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Service Provider (provided, however, that in any emergency situation to the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Service Provider under this Contract; whenever the City so cures a default by the Service Provider, all costs and expenses incurred by the City in curing the default, including but not limited to, reasonable attorneys' fees, shall be paid by the Service Provider to the City on demand.

23.14 The City shall, in its discretion, be entitled to deduct from the compensation to which the Service Provider is otherwise entitled hereunder, an amount equal to any liabilities of the Service Provider to the City which is then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Service Provider shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges, therefore, have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City Manager, in his or her exclusive discretion.

23.15 The Service Provider is an Independent Service Provider, and nothing contained herein shall be construed as making the Service Provider an employee, agent, partner or legal representative of the City for any purpose whatsoever. The Service Provider acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Service Provider with respect to any employee of the Service Provider or of its subcontractors.

23.16 The Service Provider and its subcontractors if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Service Provider and its subcontractors shall account for all expenses of any nature related to transactions in connection with the Contract in a manner which segregates in detail those transactions from other transactions of the Service Provider and subcontractors, and which support the amounts reported and /or invoiced to the City. At a minimum, the Service Provider's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems shall upon reasonable notice from the City be make available in Dekalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include but is not limited to a review of the general input, processing and output controls of information systems, using read-only access, for all computerized applications used to record financial transactions and information. The Service Provider and subcontractor shall freely lend its own

assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable formats, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Service Provider and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days or request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Service Provider and its subcontractors agree that such amounts shall be payable to the City. If, prior to the expiration of the above-state four (4) year record retention period, an audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Service Provider, or third party, the Service Provider shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Service Provider and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Service Provider to the City, the Service Provider shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of twelve (12%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further, if such inspection, examination or audit establishes that the Service Provider has overbilled such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Service Provider.

23.17 The Service Provider and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.

23.18 There are no third-party beneficiaries to this Contract, and nothing contained herein shall be construed to create such.

23.19 Time is of the essence for the performance of each of the Service Provider's obligations under this Contract.

23.20 In computing any period of time established under this Contract, except as otherwise specified herein the word "days" when referring to a period of time is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

23.21 The Service Provider agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

23.22 The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Service Provider for loss of business or damages of any nature whatsoever to the Service Provider occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or Service Providers.

23.23 The Service Provider and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

23.24 At the option of the Service Provider, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cites under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Service Provider to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The City shall have no liability to Service Provider or any governmental agency resulting from the purchase by that agency of products and /or services from the Service Provider in connection with this Contract.

24. GRATUITIES, REBATES, OR KICKBACKS.

24.1 GRATUITIES. It shall be unethical for any person to offer, give or agree to give any employee or official of the City or for any employee or official of the City to solicit, demand, accept from another person, a gratuity, rebate, loan, offer of employment or other services or property of value in connection with any decision, approval,

disapproval, recommendation or preparation of any part of a program requirement or a purchase request including the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or proposal therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy. Rebates normally or routinely offered to customers in the ordinary course of business for the purchase of goods and services are acceptable and are the property of the City.

24.2 KICKBACK AND REBATES. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor to this Contract to the prime contract or higher tie subcontractor, or any person associated therewith, as an inducement for a subcontractor or order.

********* END OF GENERAL CONDITIONS******

EXHIBIT B

SPECIFICATIONS AND SCOPE OF WORK

Contract Duration:

60 calendar days

Project Description:

The City of Doraville is seeking a qualified and experienced Contactor to replace all signs within the Special Tax District. All signs shall meet MUTCD standards for size, color, and reflectivity. Old signs and damaged signposts shall be removed and returned to the City of Doraville Public Works Department at 3883 Flowers Road, Doraville, GA 30360. The contractor shall use all existing signposts unless determined to be in poor condition and approved by the Director of Public Works. All work shall be coordinated for schedule and any adjustment to the location of the sign with the Director of Public Works.

Scope:

The contractor shall furnish all materials, equipment, and labor to complete the required work as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City of Doraville Director of Public Works or his representative. Unless otherwise specified all work shall be completed in accordance with MUTCD standards and specifications.

1. **Design and Fabrication:**
   - Signs must meet the latest GDOT and MUTCD standards, including size, color, legend, background, lettering size, and retro-reflectivity.
   - Sheeting shall be diamond grade retroreflective.
   - Custom signs may need to be replaced and GDOT / MUTCD standards may not apply to these signs.
2. **Removal and Installation:**
   - Replace corroded or damaged posts and hardware in-kind.
   - Signposts shall be replaced if they are in poor condition, not breakaway, or located in an unsafe location.
   - Ensure all posts are plumb and offset the proper distance from the roadway including any cable mounted, mast arm mounted, wall mounted, or any other sign display/anchor hardware.
   - Install new road signs at designated locations using proper mounting hardware and techniques.
   - Verify alignment and orientation.
   - Ensure that all signs are securely anchored and positioned for maximum visibility to motorists.
   - Ensure signs are installed per GDOT and MUTCD standards. Signs should also be installed in accordance with the Americans with Disability Act (ADA) and AASHTO Roadside Design Guide.

All materials used in the process of completion of the work included in the Contract will be furnished only from Georgia Department of Transportation certified suppliers. There is no City furnished

equipment to be installed by the Contractor.

The work locations within the Special Tax District follow.

Street Name	Street Information
New Peachtree Road	
Begin at	Buford Highway
End at	Longmire Way
Longmire Way	
Begin at	Flowers Road
End at	Buford Highway
McElroy Road	
Begin at	Buford Highway
End at	New Peachtree Road
Oakcliff Road	
Begin at	Buford Highway
End at	Winters Chapel Connector
Winters Chapel Road	
Begin at	Peachtree Boulevard
End at	Winters Chapel Connector
Old Winters Chapel	
Begin at	Flowers Road
End at	Dead End
Winters Chapel Connector	
Begin at	Old Winters Chapel
End at	Oakcliff Road
Woodwin Road	
Begin at	Tilly Mill Road
End at	Old Winters Chapel
Tilly Mill Road	
Begin at	Peachtree Boulevard
End at	Woodwin Road

SPECIFICATIONS AND SCOPE OF WORK

General Notes:

1. Work is expected to begin within **10 days** of the official "Notice to Proceed" and all work be completed within **60 calendar days**.

2. Scheduling: Contractor shall submit a schedule of work to be performed two (2) weeks in advance (e.g. a two week look ahead)

3. Hardware and labor costs to replace signage shall be included in the sign costs on the attached Bid Schedule.

4. The contractor shall keep vehicles, trailers, or other equipment on the street pavement and coordinate any flagging or other traffic control activities.

5. Any areas damaged by the contractor shall be restored to the condition existing immediately prior to the contractor mobilizing to the work area within 7 days of the damage

6. GDOT approval will be necessary for all work on State routes.

7. The Contractor is responsible for coordinating with adjacent property owners, if applicable, regarding irrigation systems and landscaping. Damage incurred to irrigation systems or landscaping shall be the responsibility of the Contractor. No claims will be considered for extra compensation.

8. The City of Doraville does not warrant or guarantee the accuracy of the quantities or sign codes depicted within this bid. The contractor is responsible for the verification of all quantities and sign codes prior to submittal of their bid.

9. Any item which must be removed during the construction work and is not specially called for shall be removed by the Contractor. The cost shall be included in the unit cost for the bid items. No claims will be considered for extra compensation.

10. It is the intent of this contract for each unit price bid to include all labor, materials, equipment, tools, transportation, traffic control, police presence, flagging, supplies, etc., as necessary, to complete the work in accordance with the contract documents. No additional unit costs shall be allowed for clearing, grubbing and/or grading activities unless otherwise specified.

11. Contractor shall have all vehicles marked with their company name.
12. Working hours are expected to be Monday through Friday, 7:00 A.M. to 7:00 P.M., and Saturdays from 8:00 A.M. to 5:00 P.M., except where otherwise noted. Lane closures are limited to the hours of 9:00 A.M to 4:00 P.M. No work is permitted on City-observed holidays.

13. This is a project with limited area for storage of materials. The contractor is responsible for the coordination of stockpiled materials with any affected property owner. No storage will be allowed in areas that could impact the traffic flow or in areas that could reduce or impede site visibility.

14. The Contractor's performance will be measured based on the following:
    - Compliance with the Scope of Work;
    - Meeting the agreed upon schedule dates
    - Submission of all deliverables as specified.

15. The Contractor will participate in one overall contract pre-construction meeting at a location to be determined by the City shortly after award of the contract and other meetings as required. The City may at its discretion require meetings between the Contractor, superintendent and the Engineer to be held on a regular recurring basis or additional meetings to ensure project execution. 18. Any quantities of any of the pay items in the bid schedule of the contract that exceed the

16. The Contractor shall perform project housekeeping/clean-up on a daily basis: this includes sweeping and/or vacuuming for dust and debris along the roadway and cleaning of driveways if applicable. Cleanliness is a point of emphasis for the City of Doraville and our citizens and great attention must be paid to keeping the streets and properties affected by this work as clean and in order as possible.

17. The Contractor's performance will be measured based on the following:
    - Compliance with the Scope of Work and GDOT Specifications
    - Cleanliness of the worksite
    - Meeting agreed upon schedule dates
    - Submission of all deliverables as specified

18. The contractor is responsible for calling for utility locations prior to the start of each work. It shall be the contractor's responsibility to coordinate his work with any utility owner whom maybe in conflict with his work. No claims will be considered for extra compensation.

19. Any item which must be removed during the construction work and is not specially called for shall be removed by the contractor. The cost shall be included in other, unit price bid. No claims will be considered for extra compensation

SPECIFICATIONS AND SCOPE OF WORK

20. The City intends to award one contract for this work but reserves the right to divide the work among multiple contractors. The City reserves the right to adjust the number of roads in this contract.

21. Under this scope, "Department", "Engineer", and "Resident Engineer" shall mean the "City of Doraville, Georgia, Public Works Director or City of Doraville, Georgia or Public Works Designee".

22. The City of Doraville will not provide restroom facilities.

23. The City of Doraville reserves the right to extend this contract by mutual consent for a limited period of time, not to exceed six (6) months, and extend the contract for additional work to the awarded vendor. This action should be taken in writing prior to the expiration of the current contract.

24. Proof of Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS ($1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract.

25. All Bidders are required to submit a Bid Bond or a certified check made payable to the City of Doraville in the amount of five percent (5%) of the total amount bid. The Bid Bond or certified check must be enclosed in the envelope with the sealed bid.

26. The awarded bidder will be required to furnish a contract Performance Bond and Payment Bond, each in the sum of 100% of the total amount bid and provide insurance coverage as required by the contract documents. Bonding Company must be licensed to do business in Georgia, licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by the Georgia Insurance Department.

27. The bidder shall be in good standing with GDOT and be a Prequalified Contractor.

The City of Doraville does not warrant or guarantee the accuracy of the quantities depicted within this bid. The contractor is responsible for the verification of all quantities prior to submittal of their bid.

This bid will require bonds. Please see bonding documents at the end of this procurement.

The City of Doraville requires a minimum of 50% participation by the prime Contractor on all projects.

*********END EXIHIBIT B*********

EXHIBIT C

INFORMATION REQUESTED TO ASSIST
IN THE DETERMINATION OF RESPONSIBILITY

Bidders shall provide the following information on attached sheets; this information shall be submitted with the bid in the format specified. Provide the response to each section of the information, on a separate sheet of paper, preferably typewritten, and attached to the bid at the time it is submitted. Failure to provide the information requested in complete and accurate detail may result in rejection of the bid.

1. **History and Organizational Structure of the Firm**

Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. **The name and phone number of one individual who will be the company's primary contact with the City of Doraville for contract negotiation and the name of the project manager.** A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when. If the Contractor has changed names or incorporation status within the last five (5) years, then please list all of such preceding organizations and a brief reason for the change. Contractor shall also provide a business license indicating that the Contractor can conduct business in Dekalb County, Georgia. Further, Contractor shall provide documentation showing that the Contractor is properly registered to conduct business in the State of Georgia. Contractor acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

2. **References**

List as references (names, addresses, contact persons and toll-free phone numbers) a minimum of three (3) government municipalities or other clients of similar size and nature to City of Doraville for which a project comparable to the scope of this project was completed.

3. **Subcontractors**

Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.

4. **Previous Default**

Indicate if you or any predecessor organization have ever defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in any litigation or in the past ten (10) years have been involved in litigation with owners, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

EXHIBIT D

BOND DOCUMENTS

BONDING REQUIREMENTS

Each bid must be accompanied with a BID BOND (bond only: certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Doraville. Said bid bond guarantees the bidder will enter into a contract to construct the project strictly within the terms and conditions stated in this bid and in the bidding and contract documents, should the construction contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the project, both in amounts equal to one hundred percent (100%) of the contract price.

The Successful Bidder shall also be required to furnish a Maintenance Bond, in the amount of one-third (1/3) of the contract price, guaranteeing the repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of construction.

Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia.

Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners shall execute Bond.

EXHIBIT D

BOND DOCUMENTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT CMC, Inc.

(Name of Contractor) _____
(Address of Contractor) at

269 Twickenham Trace, Suwanee, GA 30024

(Corporation, Partnership and or Individual) hereinafter called Principal, and _____

Berkley Insurance Company
(Name of Surety)

475 STEAMBOAT ROAD, GREENWICH, CT 06830
(Address of Surety

A corporation of the State of Delaware, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Doraville, Georgia
(Name of Obligee)
3725 Park Avenue, Doraville, GA 30340.

(Address of Obligee)

herein after referred to as Obligee, in the penal sum
of Five Percent of Amount Bid Dollars ($ 5% of Amount Bid) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Doraville, Georgia, a proposal for furnishing materials, labor and equipment for:

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by the City of Doraville, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Doraville, Georgia, each in an amount of 100% of the total Contract Price, in form and with security satisfactory to said the City of Doraville, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Doraville, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

EXHIBIT D

BOND DOCUMENTS

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Seg. And SS 36-86-101, et. Seg. And is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this 15 day of August, 2024.

ATTEST:

J.C. Gajeski
(Principal Secretary)

(SEAL)

Lisa C. Bowman
(Witness to Principal)

505 Peachtree Ind Blvd
(Address) Suwanee, Ga 30024

(Surety)

ATTEST
BY: K
(Attorney-in-Fact) and Non-Resident Agent
Kevin R. Wojtowicz
(Attorney-in-Fact)

(Seal)
(Address)

Eileen Heard
(Witness as to Surety) Eileen Heard
1000 Central Ave, Suite 200,
(Address)
St. Petersburg, Fl 33705

CMC, Inc.
(Principal)

BY:

269 Twickenham Trace, Suwanee, GA 30024
(Address)

CMC, INC. CORPORATE SEAL 2005 GEORGIA

Berkley Insurance Company

Witness Peter Alesci

No. BI-491e-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Kevin R. Wojtowicz or John R. Neu of Acrisure, LLC dba Nielson, Wojtowicz, Neu & Associates of St. Petersburg, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19th day of May, 2021.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 19th day of May, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 15 day of August, 2024.

_____
Vincent P. Forte

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall well, truly, and faithfully perform said Contract in accordance to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials service, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions, to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and /or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within 120 days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery, and/or equipment were furnished, or for whom they work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five days of the mailing of the notice to the Principal.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provision of the Official Code of Georgia Annotated, as amended, including, but not limited to, O.C.G.A. SS 13-10-1, et. Eq. and SS 36-86-101, et. Seg., and is intended to be and shall be construed as a bond in compliance with the requirements, therefore.

EXHIBIT D

BOND DOCUMENTS

Signed, sealed, and dated this_____day of_____, 2024
ATTEST:

_____ _____
(Principal Secretary) (Principal)
(Seal)

By:_____

_____ _____
(Witness to Principal) (Address)

_____ (Surety)

ATTEST BY:

_____ _____
Agent

_____
(Attorney-in-Fact)

(Seal)

_____
(Address)

_____
(Witness as to Surety)

EXHIBIT D

BOND DOCUMENTS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

_____

(Name of Contractor)

_____

(Address of Contractor)

_____

(Corporation, Partnership or Individual)

_____

Hereinafter called Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

A Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto:

The City of Doraville, Georgia

_____

(Name of Obligee)

3725 Park Avenue, Doraville, GA. 30340

_____

(Address of Obligee)

Hereinafter referred to as Obligee; are held firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of: _____Dollars ($_____), in lawful money of United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

EXHIBIT D

BOND DOCUMENTS

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated_____ for: _____.

NOW THEREFORE, the conditions of this obligation are such that if the above-bound Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the oblige, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as amended, including but not limited t. O. C.G.A. SS 13-10-1 et. Eq. and SS 36-86-101, et Seg., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed, and dated this_____day of _____, 2024
ATTEST:

_____
(Principal)

_____
(Principal Secretary)

(Seal)

By: _____

_____
(Witness to Principal)

_____
(Address)

_____
(Surety)

EXHIBIT D

BOND DOCUMENTS

ATTEST:

_____

(Attorney-in-Fact) and Resident Agent

_____

(Attorney-in-Fact)

(Seal)

_____

(Address)

_____

(Witness as to Surety)

_____

(Address)

EXHIBIT D

BOND DOCUMENTS

MAINTENANCE BOND

PROJECT NO: _____
BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and _____as Surety, are held and firmly bound unto the CITY OF DORAVILLE, GEORGIA, as Obligee in the sum of one-third of the contract bid for the payment of which said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Doraville. Said work has now been completed and the Obligee desires a maintenance bond guarantee said streets and improvements for a period of one-year beginning_____ and ending_____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall fully indemnify and save harmless the City of Doraville from any and all loss, costs, expenses or damages, for any repairs or replacements required because of defective workmanship or materials in said construction, then this obligation shall be null and void; otherwise to be and remain in full force and effect as to any such claim arising within one year from the completion of said construction as set forth in said agreement.

Signed, sealed and dated this_____ day of _____, 2024

Witness:

_____
(Principal)

_____
(Name of Surety Company)

_____
(Attorney-in-fact)

End of Exhibit D.

EXHIBIT E
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor(s) Name: CMC, Inc.

Address: 269 Twickenham Trace, Suwanee, GA 30024

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Doraville within five (5) business days after any subcontractor(s) is/are retained to perform such service.

298724
E Verify ™ Company Identification Number

01/23/2010
Date of Authorization

BY: Authorized Officer or Agent

08/14/2024
Date

(Name of Person or Entity) Chandresh Gajera/CMC, Inc.

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE 14 DAY OF August, 2024

Notary Public

[NOTARY SEAL]

My Commission Expires: 08/27/2025

LISA C BOWMAN
Notary Public, Georgia
Gwinnett County
My Commission Expires
August 27, 2025

*** or any subsequent replacement** operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A.§ 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF_____, 2024

[NOTARY SEAL]

_____
Notary Public

My Commission Expires: _____

End of Exhibit E.

THE CITY OF Doraville
Diversity. Vitality. Community

EXHIBIT F
DRUG-FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

(1) A drug-free workplace will be provided for the Service Provider's employees during the performance of the Contract; and

(2) Each Service Provider who hires a subcontractor to work in a drug-free workplace shall secure from the subcontractor the following written certification:
"As part of the subcontracting agreement with CMC, Inc. (Service Provider),
_____(subcontractor) certifies to the Service Provider that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of the subsection (b) of Code Section 50-24-03."

Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

CMC, Inc.
Company Name

08/15/2024
BY: Authorized Officer or Agent Date
(Service Provider Signature)

President
Title of Authorized Officer or Agent of Service Provider

Chandresh Gajera
Printed Name of Authorized Officer or Agent

End of Exhibit F.

EXHIBIT G
PURCHASING POLICY ADDENDUM

I, Chandresh Gajera, hereby certify that I have received a copy of the City of Doraville, GA, Financial Management Policies Purchasing Policy and agree to comply with all requirements of the City of Doraville, GA Financial Management Policies Purchasing Policy to the extent the policy is applicable to the undersigned.

08/15/2024

BY: Authorized Officer or Agent Date

(Service Provider Signature)

President

Title of Authorized Officer or Agent of Service Provider

Chandresh Gajera

Printed Name of Authorized Officer or Agent Date

End of Exhibit G.

EXHIBIT H
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Doraville, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Doraville license/permit and /or contract for

Chandresh Gajera of CMC, Inc.

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. Y I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20.

Signature of Applicant: _____

Date: 08/14/2024

Printed Name: Chandresh Gajera

* Alien Registration number for non-citizens: N/A

**** PLEASE INCLUDE A COPY OF YOUR PERMERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, PASSPORT WITH A COPY OF YOUR DRIVER LICENSE, OR OTHER DOCUMENTATION AS ALLOWED UNDER THE LAW IF YOUR ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the 14 day of August, 2024'

Notary Public: Lisa C Bowman

My Commission Expires: 08/27/2025

LISA C BOWMAN
Notary Public, Georgia
Gwinnett County
My Commission Expires
August 27, 2025

* Note: O.C.G.A.§ 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT I

REFERENCES

ITB 24-004, 2024 MUTCD Sign Replacement Project

(Special Tax District)

Please provide as references the names of at least three (3) local corporate clients you have served for at least three (3) years.

1. Company Name: City of South Fulton/Jacobs Engineering

   Address: 10 Tenth Street, NW, Suite 1400, Atlanta, GA 30309

   Contact: Mr. Alote Jones Phone: 470-432-2170

2. Company Name: Gwinnett County / Atlas Technical Consultant

   Address: 2450 Commerce Ave, Suite 100, Duluth, GA 30096

   Contact: Mr. Terrence Eaddy Phone: 470-232-8524

3. Company Name: Clayton County / Long Engineering

   Address: 7961 North McDonough St, Joneboro, GA 30327

   Contact: Mr. Calvin Duncan Phone: 404-450-0742

EXHIBIT I
SUBCONTRACTORS
ITB 24-004, 2024 MUTCD Sign Replacement Project
(Special Tax District)

Please provide the names, address, contact name and phone number of all Subcontractors that will be utilized by the Contractor for the duration of any resulting award.

1. Company Name: _____

   Address: _____

   Contact: _____ Phone: _____

2. Company Name: _____

   Address: _____

   Contact: _____ Phone: _____

3. Company Name: _____

   Address: _____

   Contact: _____ Phone: _____

4. Company Name: _____

   Address: _____

   Contact: _____ Phone: _____

5. Company Name: _____

   Address: _____

   Contact: _____ Phone: _____

End of Exhibit I.

EXHIBIT J

NON-COLLUSION AFFIDAVIT

ITB 24-004, 2024 MUTCD Sign Replacement Project (Special Tax District)

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 15th day of Aug., 2024

CMC, Inc.

(Name of Organization)

President

(Title of Person Signing)

(Signature)

ITB 24-004

(Bid Number)

ACKNOWLEDGEMENT

LISA C BOWMAN
Notary Public, Georgia
Gwinnett County
My Commission Expires
August 27, 2025

STATE OF Georgia)

COUNTY OF Gwinnett)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 15 day of August, 2024.

Lisa C Bowman

Notary Public Signature

My Commission Expires: 08/27/2025

EXHIBIT K

BID SCHEDULE

ITB 24-004, 2024 MUTCD Sign Replacement Project (Special Tax District)

Pay Item	Description	Sign Code	Qty	Unit	Unit Price	Total Price
1	DO NOT PASS	RA-1	5	EA	$ 187.50	$ 937.50
2	SPEED LIMIT 35	R2-1	20	EA	$ 236.25	$ 4,725.00
3	STOP SIGN AHEAD	W3-1	2	EA	$ 216.25	$ 432.50
4	STOP	R1-1	7	EA	$ 206.25	$ 1,443.75
5	ALL WAY	R1-3P	7	EA	$ 68.75	$ 481.25
6	YIELD	R1-2	7	EA	$ 158.00	$ 1,106.00
7	RIGHT LANE MUST TURN RIGHT	R3-7R	4	EA	$ 261.50	$ 1,046.00
8	TURN ARROW	W1-2R	1	EA	$ 210.00	$ 210.00
9	RAILWAY CROSSING	W10-1	1	EA	$ 212.50	$ 212.50
10	LEFT TURN ONLY (OVERHEAD)	R10-7	10	EA	$ 388.75	$ 3,887.50
11	RIGHT TURN ONLY	R3-5R	1	EA	$ 226.25	$ 226.25
12	RIGHT TURN ONLY (OVERHEAD)	R3-5R	7	EA	$ 388.75	$ 2,721.25
13	LEFT TURN ONLY (OVERHEAD)	R3-5L	10	EA	$ 388.75	$ 3,887.50
14	DO NOT ENTER	R5-1	3	EA	$ 261.50	$ 784.50
15	SIGNAL AHEAD SYMBOL	W3-3S	1	EA	$ 225.00	$ 225.00
16	REDUCED SPEED AHEAD	R2-5A	1	EA	$ 206.25	$ 206.25
17	HIDDEN INTERSECTION	W-2	3	EA	$ 231.25	$ 693.75
18	SCHOOL CROSSING	S1-1	3	EA	$ 231.25	$ 693.75
19	AHEAD	W16-9P	3	EA	$ 98.00	$ 294.00
20	NO TRUCK (OVERHEAD)	R5-2	1	EA	$ 269.00	$ 269.00
21	MEDIAN KEEP RIGHT	R4-7	3	EA	$ 165.00	$ 495.00
22	SPEED LIMIT 15	R2-1	2	EA	$ 222.50	$ 445.00
23	NO LEFT TURN	R3-2	3	EA	$ 130.00	$ 390.00
24	DON'T BLOCK THE BOX	R10-7	2	EA	$ 150.00	$ 300.00
25	NO DUMPING		2	SF	$ 75.00	$ 150.00
26	NO LITTERING		2	SF	$ 75.00	$ 150.00

Pay Item	Description	Sign Code	Qty		Unit Price	Total Price
27	NO TRUCKS - GVWR 18 Tons or OVER 30 FT IN LENGTH		7	SF	$ 26.50	$ 185.50
28	STRICTLY ENFORCED 7:00 PM TO 7:00 AM		7	SF	$ 26.50	$ 185.50
29	MEDIAN AHEAD		1	SF	$ 28.50	$ 28.50
30	Tow Away – No Parking		3	SF	$ 25.00	$ 75.00
31	6:30 AM TO 10:30 AM		2	SF	$ 25.00	$ 50.00
32	SPEED CHECKED BY DETECTION DEVICES		1	SF	$ 26.50	$ 26.50
33	WOODWIN ROAD		1	SF	$ 26.50	$ 26.50
34	WINTERS CHAPEL ROAD		1	SF	$ 26.50	$ 26.50
35	PETROLEUM PIPELINE DANGER BEFORE DIGGING CALL 811		7	SF	$ 26.50	$ 185.50
36	CAUTION GASOLINE TANKERS ENTERING & LEAVING ROADWAY NO PASSING		7	SF	$ 26.50	$ 185.50
37	TRUCK RESTRICTIONS AHEAD		1	SF	$ 26.50	$ 26.50
38	LANE ENDS MERGE LEFT		1	SF	$ 26.50	$ 26.50
39	TRUCKS ENTERING ROAD		1	SF	$ 26.50	$ 26.50
40	BEACON DR		1	SF	$ 26.50	$ 26.50
41	TILLY MILL RD		2	SF	$ 26.50	$ 53.00
42	PONTIAC CIR		1	SF	$ 26.50	$ 26.50
43	WOODWIN RD		6	SF	$ 26.50	$ 159.00
44	WOODWIN CT DEAD END		1	SF	$ 26.50	$ 26.50
45	JOHNNYS LN		1	SF	$ 26.50	$ 26.50
46	WINTERS CHAPEL RD		3	SF	$ 26.50	$ 79.50
47	LONGMIRE WAY (OVERHEAD)		4	SF	$ 48.50	$ 194.00
48	NEW PEACHTREE RD (OVERHEAD)		5	SF	$ 48.50	$ 242.50
49	WINTERS CHAPEL RD →		1	SF	$ 26.50	$ 26.50
50	← FLOWERS RD		1	SF	$ 26.50	$ 26.50
51	MCELROY RD		2	SF	$ 26.50	$ 53.00
52	NORTH 141 (OVERHEAD)		1	SF	$ 48.50	$ 48.50
53	SOUTH 141 (OVERHEAD)		1	SF	$ 48.50	$ 48.50
54	TO 85 (OVERHEAD)		4	SF	$ 48.50	$ 194.00

55	TO 285 (OVERHEAD)		4	SF	$ 48.50	$ 194.00
56	TO 23 (OVERHEAD)		3	SF	$ 48.50	$ 145.50
57	NORTH 23 (OVERHEAD)		1	SF	$ 48.50	$ 48.50
58	SOUTH 23 (OVERHEAD)		1	SF	$ 48.50	$ 48.50
59	OAKCLIFF ROAD ^ (OVERHEAD		1	SF	$ 48.50	$ 48.50
60	OAKCLIFF ROAD > (OVERHEAD)		1	SF	$ 48.50	$ 48.50
61	←WINTERS CHAPEL RD (OVERHEAD)		1	SF	$ 48.50	$ 48.50
62	RIGHT TURN		2	SF	$ 26.50	$ 53.00
63	RIGHT LANE MERGE		1	SF	$ 26.50	$ 26.50
64	TO (BLUE)		1	SF	$ 43.50	$ 43.50
65	285 (BLUE)		1	SF	$ 43.50	$ 43.50
66	LEFT ARROW (BLUE)		1	SF	$ 43.50	$ 43.50
67	TO MARTA RAIL STATION / TO BUFORD HWY		1	SF	$ 26.50	$ 26.50
68	Signposts (Type 9)		50	LF	$ 32.30	$ 1,615.00
69	Traffic Control		1	EA	$ 6,577.75	$ 6,577.75
						$ -
	City of Doraville Sign Replacement		**Total Bid Price**			$ 37,710.00

Include a complete bid schedule with your bid.

Total Bid Excludes City Controlled Contingency

Total Base Bid Amount: **$37,710.00**

Total Base Bid Amount in Words: **Thirty Seven thousand Seven hundred Ten Dollars and No Cents**

Contractor: CMC, Inc.

Signature: 

Print: Chandresh Gajera, President

Date: 08/15/2024

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

AGENDA ITEM NO.
VIII.A

Agenda Item Memorandum

CITY COUNCIL AGENDA ITEM REPORT

ITEM TITLE: City Manager Update
Presented by Chris Eldridge

DATE: September 11, 2024

SUBMITTED BY: Shanta Bingham, City Clerk

ITEM TYPE: Discussion Item

AGENDA SECTION: REPORTS AND PRESENTATIONS

SUGGESTED ACTION:

ATTACHMENTS:
July Finance Report 2024.pdf
Monthly Report - Community Development - August 2024.pdf
Monthly Report - Public Works - August 2024.pdf
City Manager Monthly Report August 2024 Public.pdf

City of Doraville
Director's Monthly Report

I. General

Department Name: Finance	**Period Covered:** July 31,2024
Date Submitted: September 3,2024	

II. Status of Major Projects & Significant Work Efforts

Title of Project/Work Effort *(Or describe in a few words if no title)*	**Status** *(Describe in terms of milestones and pre-determined performance metrics; when applicable, provide statistical information in table, charts and graphs)*	**Upcoming Milestones** *(Include assistance needed from others; changes in completion date if applicable, anticipated presentation or report to City Council. Also indicate any issues or challenges etc.)*
Restructuring Business License Fee	• Staff is currently comparing neighboring cites fee structures to come to council with a recommendation	
FY23-3 Audit	• Audit is with the Auditors and being drafted for my final review	
FY25 Budget	• Finalized 2025 proposed Budget	
City Center	• Review Financing options to fund City Center including but not limited to GO Bonds, Special Service Districts and TIFI Loans	
SSD	• Reviewed Revenue for a proposed Downtown SSD	
Fixed Assets	• Taking inventory of fixed assets and reviewing for Surplus Property	

III. Department/Work Unit Operations

IV. Staff & Contract Service Introductions

V. Upcoming Public Events/Activities

Name of Event, Date/Time/Location	**Targeted Audience & Anticipated Attendance of VIP's, Elected Officials, etc.**	**Requested Assistance, if applicable**
NA		

VI. Other Key Information

a. New Business - 25
b. Renewals - 10
c. See attached Financial Reports

THE CITY OF Doraville
Diversity, Vitality, Community

Monthly Financial as of July 31,2024

Fiscal Year Complete 83.33%

Revenues

Description	Budget Amount	Balance YTD	Unencumbered	% Used
Taxes	$ 12,188,086.00	$ 11,040,420.33	$ 1,147,665.67	90.58%
Licenses and Permits	$ 4,793,000.00	$ 3,623,549.96	$ 1,169,450.04	75.60%
Charges for Services	$ 100,000.00	$ 156,003.82	$ (56,003.82)	156.00%
Fines and Forfeitures	$ 1,400,000.00	$ 640,041.00	$ 759,959.00	45.72%
Miscellaneous	$ 25,000.00	$ 556,982.00	$ (531,982.00)	2227.93%
Other Financing (Transfers)	$ 973,587.00	$ 748,526.00	$ 225,061.00	76.88%
Total	**19,479,673.00**	**16,765,523.11**	**2,714,149.89**	**86.07%**

Expenditures

Department	Budget Amount	Balance YTD	Unencumbered	% Used
Council	311,364.00	241,086.96	70,277.04	77.43%
City Manager	411,401.00	280,211.62	131,189.38	68.11%
City Clerk	239,024.00	207,107.27	31,916.73	86.65%
Elections	12,000.00	15,743.24	-3,743.24	131.19%
Finance	723,072.00	782,746.85	-59,674.85	108.25%
Legal	350,000.00	327,702.26	22,297.74	93.63%
Information Technology	446,192.00	463,532.82	-17,340.82	103.89%
Human Resources	264,431.00	230,353.90	34,077.10	87.11%
Municipal Court	531,115.00	396,239.39	134,875.61	74.61%
Police	8,368,290.00	6,889,825.67	1,478,464.33	82.33%
E911	859,020.00	527,205.90	331,814.10	61.37%
Public Works	2,207,929.00	1,471,976.74	735,952.26	66.67%
Street Lights	240,000.00	219,770.97	20,229.03	91.57%
Recreation	619,165.00	534,100.91	85,064.09	86.26%
Recreation Programs	282,482.00	269,474.07	13,007.93	95.40%
Parks	44,500.00	42,568.76	1,931.24	95.66%
Library	296,432.00	236,626.67	59,805.33	79.82%
Planning and Zoning	1,243,386.00	947,687.91	295,698.09	76.22%
Code Enforcement	443,668.00	323,152.27	120,515.73	72.84%
Tourism	73,000.00	57,646.78	15,353.22	78.97%
Other Financing	1,511,052.00	24,583.00	0.00	1.63%
Total	**19,477,523.00**	**14,489,343.96**	**3,501,710.04**	**74.39%**

Fiscal Year Complete 83.33%				
Revenues				
Description	**Budget Amount**	**Balance YTD**	**Unencumbered**	**% Used**
E911 Charges	$ 272,000.00	$ 217,307.22	$ 54,692.78	79.89%
Total	$ 272,000.00	$ 217,307.22	$ 54,692.78	
Expenditures				
Description	**Budget Amount**	**Balance YTD**	**Unencumbered**	**% Used**
Operating transfers out - _____ fund	$ 272,000.00	$ 46,966.22	$ 225,033.78	82.73%
Total	**272,000.00**	**46,966.22**	**225,033.78**	

Tree Bank				
Revenues				
Description	**Budget Amount**	**Balance YTD**	**Unencumbered**	**% Used**
Tree Bank Receipts	$ 65,000.00	$ 22,519.22	$ 42,480.78	34.64%
Total	**$ 65,000.00**	**$ 22,519.22**	**$ 42,480.78**	
Expenditures				
Description	**Budget Amount**	**Balance YTD**	**Unencumbered**	**% Used**
Tree Bank Expenses	$ 65,000.00	$ 14,150.00	$ 50,850.00	
Total	**65,000.00**	**14,150.00**	**50,850.00**	

Hotel Motel				
Revenues				
Description	**Budget Amount**	**Balance YTD**	**Unencumbered**	**% Used**
Grant Revenue	$ 80,000.00	$ 124,033.37	$ (44,033.37)	155.04%
Total	**$ 80,000.00**	**$ 124,033.37**	**$ (44,033.37)**	
Expenditures				
Description	**Budget Amount**	**Balance YTD**	**Unencumbered**	**% Used**
Operating transfers-To General Fund	$ 80,000.00	$ 17,807.13	$ 62,192.87	22%
Total	**80,000.00**	**17,807.13**	**62,192.87**	

Motors Vehicle				
Revenues				
Description	**Budget Amount**	**Balance YTD**	**Unencumbered**	**% Used**
Sanitation Utility Current Year	$ 80,000.00	$ 36,151.00	$ 43,849.00	45%
Total	**80,000.00**	**36,151.00**	**43,849.00**	
Expenditures				
Department	**Budget Amount**	**Balance YTD**	**Unencumbered**	**% Used**
Expenses	80,000.00	0.00	80,000.00	100.00%
Total	**80,000.00**	**0.00**	**80,000.00**	

2017 SPLOST				
Revenues				
Description	**Budget Amount**	**Balance YTD**	**Unencumbered**	**% Used**
Taxes	1,200,000.00	1,439,557.87	$ (239,557.87)	
Fund Balance	$ 1,772,883.00		$ 1,772,883.00	0%
Total	**2,972,883.00**	**0.00**	**1,772,883.00**	
Expenditures				
Department	**Budget Amount**	**Balance YTD**	**Unencumbered**	**% Used**
Vehicles Police	397,924.00	374,456.12	23,467.88	5.90%
Infrastructure Public Works	921,000.00	137,563.00	783,437.00	85.06%
Infrastructure Parks	1,550,000.00	249,579.15	1,300,420.85	83.90%
Professional Services Planning	80,310.00	0.00	80,310.00	100.00%
Communications Police	23,650.00	23,643.08	6.92	0.03%
Total	**2,551,310.00**	**387,142.15**	**2,164,167.85**	

ARPA				
Revenues				
Description	**Budget Amount**	**Balance YTD**	**Unencumbered**	**% Used**
Fund Balance	$ 1,114,746.00		$ 1,114,746.00	0%
Total	**1,114,746.00**	**0.00**	**1,114,746.00**	
Expenditures				
Department	**Budget Amount**	**Balance YTD**	**Unencumbered**	**% Used**
City Center	799,746.00	396,961.20	402,784.80	50.36%
Infrastructure Parks	200,000.00	21,191.28	178,808.72	89.40%
Professional Services Planning	65,000.00	0.00	65,000.00	100.00%
Infrastructure Public Works	50,000.00	173,115.99	-123,115.99	-246.23%
Total	**1,114,746.00**	**418,152.48**	**646,593.52**	

Fiscal Year Complete 83.33%				
Revenues				
Description	**Budget Amount**	**Balance YTD**	**Unencumbered**	**% Used**
Stormwater Utility Current Year	$ 1,577,490.00	$ 1,048,369.30	$ 529,120.70	66.46%
Total	**1,577,490.00**	**1,048,369.30**	**529,120.70**	**66.46%**
Expenditures				
Department	**Budget Amount**	**Balance YTD**	**Unencumbered**	**% Used**
Operating Expenses	1,577,490.00	444,301.77	1,133,188.23	28.17%
Total	**1,577,490.00**	**444,301.77**	**1,133,188.23**	

Sanitation				
Revenues				
Description	**Budget Amount**	**Balance YTD**	**Unencumbered**	**% Used**
Sanitation Utility Current Year	$ 615,000.00	$ 510,226.31	$ 104,773.69	83%
Total	**615,000.00**	**510,226.31**	**104,773.69**	
Expenditures				
Department	**Budget Amount**	**Balance YTD**	**Unencumbered**	**% Used**
Disposal	615,000.00	647,409.88	-32,409.88	-5.27%
Total	**615,000.00**	**647,409.88**	**-32,409.88**	

3725 Park Ave.
Doraville, Georgia 30340

THE CITY OF Doraville
Diversity Vitality Community

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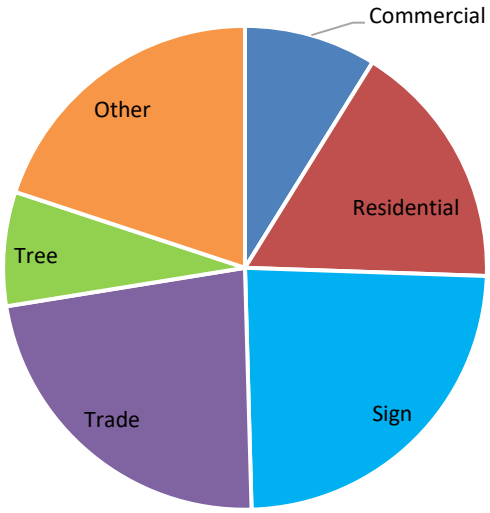
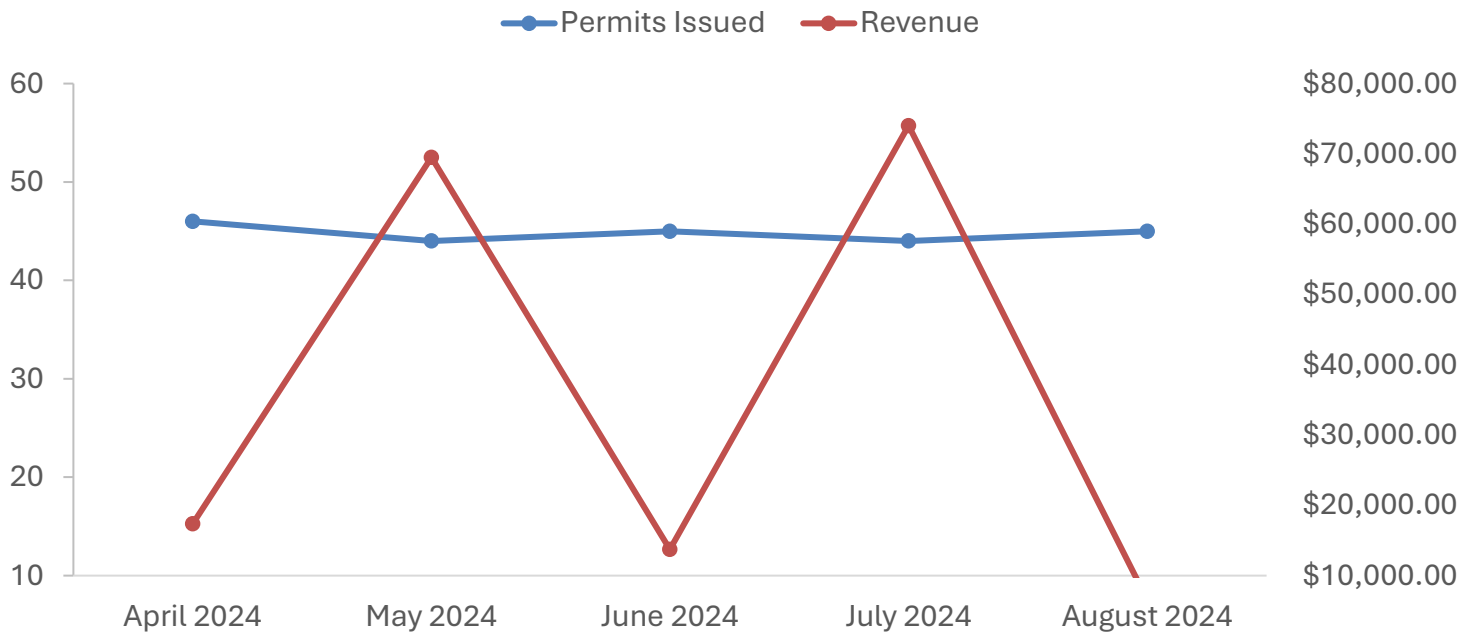
DEPARTMENT MONTHLY REPORT
COMMUNITY DEVELOPMENT
AUGUST 2024

PERMITS SUMMARY

TYPE	NO. ISSUED	REVENUE
Commercial	5	$ 579.88
Residential	5	$ 1094.24
Sign	8	$ 1,575.00
Trade	16	$1,500.00
Tree	7	$500.00
Other	4	$1,305.72
Total	**45**	**$6,554.84**



PERMITS OVER TIME



LARGE PROJECT UPDATES

Assembly

- Work continues on the parking garage and liner building next to Third Rail Studios off of Peachtree Road.
- Veranda, the 100-unit senior apartment building, is almost complete.
- No other proposed development on the site as of this date.

RangeWater

- No current updates.

Sequoyah High School

- Land Disturbance Permit (LDP) has been submitted and is in review by Doraville and the County.
- DCSD is now aiming for an October submittal for the building construction plans.

Lotus Grove

- The Atlanta Regional Commission (ARC) has made the determination that the project will need to undergo the Development of Regional Impact (DRI) process again, due to significant changes in the site plan and scale of the project since it was originally reviewed in 2016.
    - This process will likely take 2-3 months to complete.
    - No new developments.

Towns at Creekside

- First 5 units are under construction.

Rhythm Doraville (Carver Drive)

- LDP has been submitted, and is in review.
- Combination plat submitted to DeKalb County.

Lodge Atlanta

- Renovation permit is still in review.
- Staff, City Attorney, and City Building Official met with applicant representatives to discuss ongoing issues on site and with the proposed renovation plans.

OTHER PROJECT UPDATES

Peachtree Creek Greenway

- PATH Foundation has completed 30% construction documents for Sequoyah phase of trail.
- The easement package for the trail is planned to be on the Council agenda for approval on September 18.

Buford Highway Safety Action Plan (SAP)

- Governance Committee meeting next week in Norcross.
- Toole Design team will be at Doraville Trunk or Treat in October, and possibly other Fall events.

Digital Signs

- License agreement with MARTA on the September 11 Council agenda for approval.

UPCOMING ZONING CASES

City-Initiated

CASE	LOCATION	REQUEST	DATE
Z-24-04	**Windsor Oak Drive English Oak Drive**	• Rezoning apartment complex from R-3 to T-4. • Rezoning existing duplexes on Windsor Oak Drive and English Oak drive from R-1 to T-3.	• August 7 - Planning Commission (presentation) • September 4 – Planning Commission • September 18 - Council
Z-24-05 **A-24-03**	**Citywide**	• Rezoning R-4 parcels to R-3. • Amending R-3. • Removing R-4 from the Code.	• September 4 – Planning Commission (presentation) • October 2 – Planning Commission • October 16 – City Council
A-24-04	**Citywide**	Amendment to prohibit the creation of new dead-end streets.	• September 4 – Planning Commission • September 18 – City Council
A-24-05	**Citywide**	Amendment to permit and regulate accessory units.	• October 2 – Planning Commission • October 16 – City Council

Other

CASE	LOCATION	REQUEST	DATE
CUP-24-03	**4280 Northeast Expressway**	Commercial recreation establishment in the M-1 zoning district.	• September 4 – Planning Commission • September 18 – City Council
CUP-24-04	**6035 Peachtree Road**	Precious metals dealer in the T-5 zoning district in the Peachtree Pavilion Shopping Center.	• September 4 – Planning Commission • September 18 – City Council

OTHER

3725 Park Ave.
Doraville, Georgia 30340

THE CITY OF Doraville
Diversity Vitality Community

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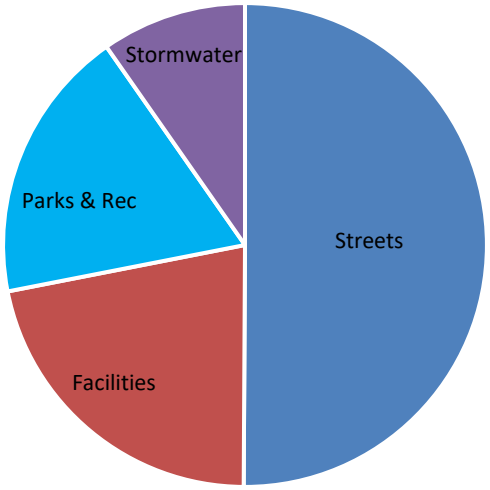
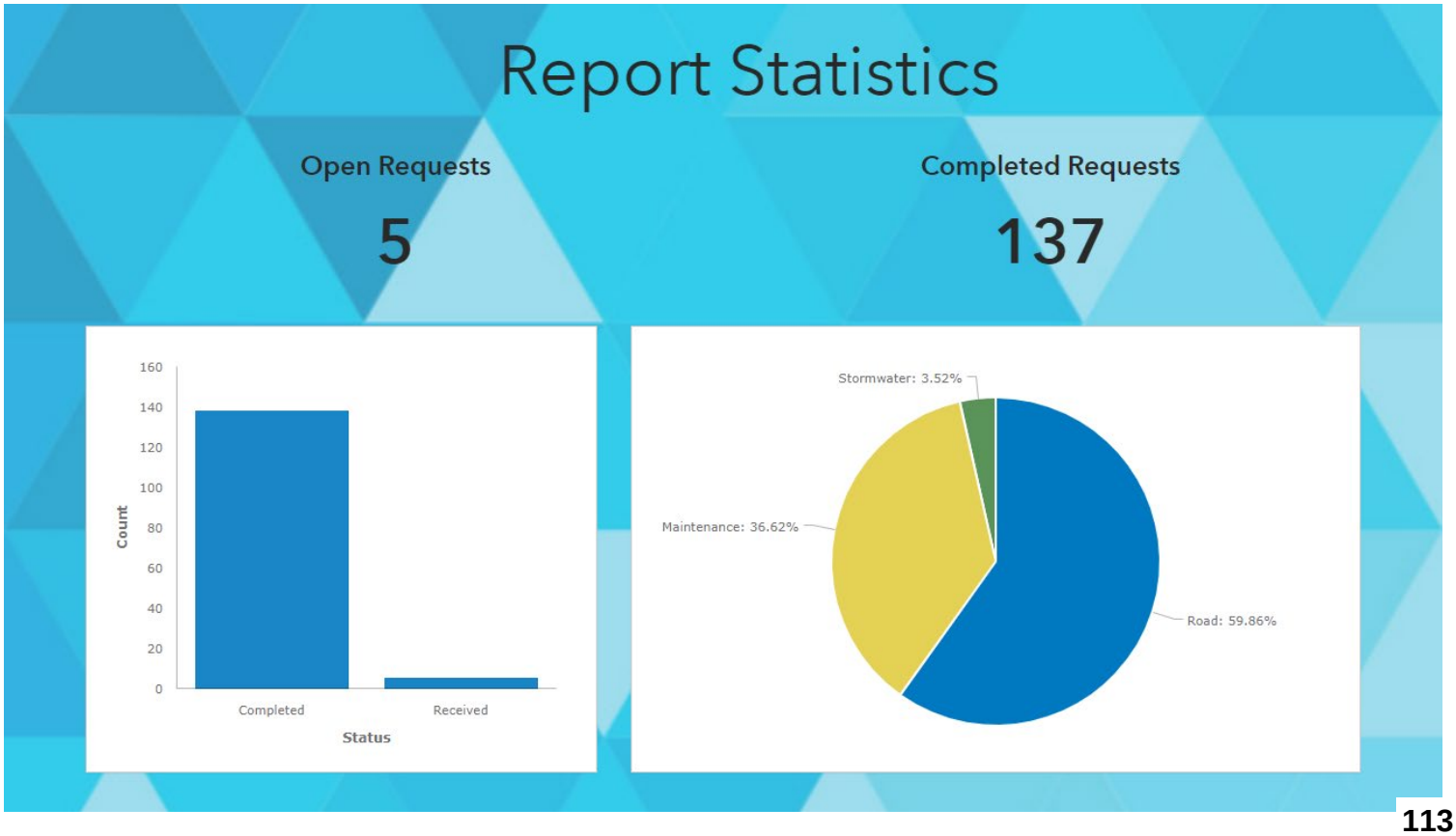
DEPARTMENT MONTHLY REPORT
PUBLIC WORKS
AUGUST 2024

WORK ORDER SUMMARY

TYPE	TOTAL
Streets	289
Facilities	126
Parks & Rec	106
Stormwater	56
Total	**577**



RESIDENT PROBLEM REPORTER (Lifetime Statistics)



PROJECT UPDATES

2024 Annual Paving

- **Roads Completed:** Homeland Drive, Redwood Street, Hickory Wood Lane, Hickory Lane, Church Drive, King Avenue, Central Avenue, New Peachtree Road, Shallowford Road, Stafford Place, Addison Drive
- Temporary Striping has been placed.
    - Final thermoplastic striping: TBD
- Damaged Northwoods sign will be repaired. Working with sign manufacturer for accurate scheduling

Special Tax District (Tank Farms)

- **Roads Completed:** Tilly Mill Road, Woodwin Road, Winters Chapel Connector, Longmire Way, McElroy Road, *Winters Chapel Road
    - Still communicating with Norfolk Southern, Citgo Petroleum, and Kinder Morgan to schedule and complete the railroad crossing upgrades. Norfolk Southern holds all the cards in this. We cannot proceed without their full approval. On Call contractor has been identified for railroad crossing upgrades, still working through all the details.
    - **Incomplete Roads:** New Peachtree Road, Oakcliff Road
    - Project will also include thermoplastic striping and the installation of Reflective Pavement Markers.
- **MUTCD Sign Replacement Project**
    - Bid opening held on August 15, 2024. One Bidder
    - Will seek approval to award project to CMC, Inc. who submitted a bid of $37,710.00
- **Hydro Excavation & Cleaning Project**
    - Bid Opening held on August 16, 2024. Six bidders
    - Project will be awarded to Pateco Services, LLC who submitted a bid of $24,000.00
- **Concrete Curb and Traffic Island Project**
    - Bid released on August 30th, 2024

McClave Drive Drainage Improvement

- Project is in final stages, all pipes and catch basins have been installed.
    - Slope matting to be installed around the edges and slopes of the headwall
    - Sod expected to be planted in early September
    - Additional shrub, herb layer, and ground cover will be installed around the impacted area near the headwall to discourage foot traffic to the head wall and act as a natural visual screen.

319 Grant Streambank Restoration (Community Garden)

- Keck & Wood has been selected for the engineering design of the Streambank Restoration Project. This assignment will be performed under the terms and conditions of the existing General Consulting Agreement
    - Project is on schedule
    - Task 1 will include the topographic survey

OTHER PROJECT UPDATES

Chicopee Park Sign Replacement

- Damaged sign is scheduled to be repaired in September
- Mini pitch installs to begin in September at Halpern Park. We will assist MUSCO with installation as directed

MISCELLANEOUS

- **TOTAL TONNAGE COLLECTED**
  - 58.13
  - $73.54 / TON
  - TOTAL COST: $4,274.88
- **Exploring in house services for mosquitoes**
  - Identifying necessary training for staff
- **Awaiting solar lighting quotes**
- **Bankers Industrial Drive Paving**
  - Received correspondence from the City of Peachtree Corners regarding the paving of Bankers Industrial Drive. Project has already been competitively bid and the selected contractor is the Surface Masters. Will bring to council for approval to gauge any interest to collaborate.

Doraville Police Department

3750 Park Avenue, Doraville, Georgia 30340

Chief Charles Atkinson Office (770) 455-1000 Fax (770)220-1594

August 2024

GENERAL ACTIVITY

	August 2024	July 2024	Change
Calls for Service	1,431	1,455	-24
Officer Initiated	2,681	2,180	+501
Incident Reports	514	456	+58
Traffic Accidents	185	149	+36
Arrests	101	109	-8

CRIME REPORTS AND CLEARANCE RATES

	August 2024 (current reporting month)	July 2024	Change
Crimes Against Persons (Part 1 Crimes)	11	14	-3
Property Crimes	60	51	+9
Total Clearance Rate	31%	38%	-7%
YTD Clearance Rate	36%	37%	-1%

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August 2024

NOTEABLE ACTIVITY

- Officers responded to an armed robbery in the 5000 block of Buford Highway. A dark skin male forced the employees to empty the register at gunpoint. No gun was seen, but the perpetrator stated he had one.
- Officers responded to a burglary in the 4000 block of Winters Chapel Road. The front glass was shattered, and the door was pried open. The ATM was damaged and register drawer taken.
- Officers responded to a burglary in the 3100 block of Chestnut Woods Drive. Entry was made through the front door.
- Officers responded to a child abuse call in the 2100 block of Winters Chapel Road. A juvenile stated she has been repeatedly abused by a family member.
- Officers responded to a burglary in the 5400 block of Buford Highway. Officers were dispatched to an alarm and found the front glass door shattered. The store manager arrived but was unable to provide a list of items taken.
- Officers responded to a person deceased call at Budgetel Inn and Suites. The death appeared to be of natural causes.
- Officers responded to a burglary in the 2800 block of Bankers Industrial Blvd. The suspect(s) made their way through the rear brick wall. Once inside, they gained access to the safe and a large sum of money was taken. The investigation is ongoing.
- Officers responded to a burglary in the 6000 block of Buford Highway. Five male subjects pried open the front door and stole the cash register with $1,100 cash and damaged the ATM.
- Officers responded to an assault in the 1600 block of Winters Creek Drive. A male was struck in the head with a level by a co-worker.
- Officers responded to an assault in the 5500 block of Buford Highway. The victim was punched in the mouth by a male when he refused to give the perpetrator money.

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August 2024

- Officers responded to a person deceased call at Budgetel Inn and Suites. Security found a male slumped over the wheel in a vehicle with no obvious signs of life, nor visible injuries.
- Officers responded to a missing person call in the 4000 block of Pleasantdale Road. A juvenile was found walking on the exit ramp of I-85 to Pleasantdale Road after being left at the wrong bus stop. The juvenile's parents were located, and they were reunited.
- A wanted person was located in the 5700 block of Buford Highway. Subject was wanted for Arson in Gwinnett County.
- Officers received a look out from Dunwoody PD & Brookhaven PD on a stolen vehicle taken by force, and who's driver committed multiple attempted robberies and damaged property in their jurisdictions. The vehicle was located on Buford Hwy and a pursuit began. The vehicle wrecked at Amwiler Road, and the driver was apprehended after a short foot chase.
- Officers conducted traffic enforcement initiatives in various parts of the City.
- Officers located a stolen vehicle in the area of Chestnut Drive and Beechwood Avenue.
- Detectives are working multiple entering autos on the south end of Buford Hwy. A suspect vehicle has been identified. The investigation is ongoing.
- Detectives located a missing female who was believed to be in harm's way. The female was not harmed and was reunited with family members.
- Detectives have been working with authorities in Missouri regarding the extradition of a female wanted by our agency for a November 2023 homicide.
- Officers located a stolen vehicle in the area of Chamblee Tucker Road and DeKalb Technology Parkway.
- Detectives obtained warrants for a female accused of domestic violence against her husband.
- Detectives are working a case involving the sexual exploitation of a minor after several pictures of an unclothed juvenile female were sent electronically. The case is ongoing.
- Forensic interviews were conducted in sexual assault and child abuse cases.

Doraville Police Department

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August 2024

- Detectives worked a missing person case after it was reported that a husband left his wife a goodbye letter. The husband was found deceased in a wooded area behind the residence.
- Officers located multiple wanted persons.
- Traffic Enforcement Initiatives for the month of August.
- Officers greeted the students, faculty, and staff of our schools to begin the new school year.
- Officers participated in a number of community engagement events, to include National Night Out.

Animal Services

- 25 Radio Calls.
- 2 Animals taken to DeKalb County Animal Shelter.

AGENDA ITEM NO. IX.A

Agenda Item Memorandum

CITY COUNCIL AGENDA ITEM REPORT

ITEM TITLE:

Resolution to Request Legislative Delegation to Propose Charter Changes regarding filling of Mayor and Council Vacancies and for Plurality Elections

Presented by Cecil McLendon, City Attorney

DATE: September 11, 2024

SUBMITTED BY: Shanta Bingham, City Attorney

ITEM TYPE: Discussion Item

AGENDA SECTION: UNFINISHED BUSINESS

SUGGESTED ACTION:

ATTACHMENTS:

Summary Memo for Agenda Item on Resolution to Request Charter Changes.pdf
CGM 1 Resolution to request Legislative Charter Changes.pdf

THE CITY OF Doraville
Diversity, Vitality, Community

To: Honorable Mayor and City Council
From: Cecil McLendon, City Attorney
Date: September 11, 2024 City Council Meeting

Subject Title: Resolution to Request Legislative Delegation to propose Charter Changes regarding filling of Mayor and Council Vacancies and for Plurality elections

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SUMMARY

At our previous meeting, the Mayor and Council asked that we prepare an agenda item requesting our Legislative Delegation support legislation amending how vacated Mayor and Council seats are to be filled within twelve (12) months of the expiration of the term in the City.

Currently, the Charter requires a Special Election no matter how much time is left in a term which the Mayor and Council found was unwieldy in the event of a short-term appointment and has potential negative scenarios regarding the lack of a quorum in some circumstances.

As a result, the Mayor and Council suggested that the proposal provide for appointment of replacement Councilmembers by nomination of the Mayor, subject to approval by the majority of the remaining Council, and the Mayor by approval of the majority of the remaining Council.

In addition, the Council had discussed the current special election provision of the Charter which states that in the event of a special election, the time prior to the election must both: (1) meet all statutory requirements, and (2) be reasonable. It was suggested that we may desire to remove the reasonability requirement. If so, we just need to remove the highlighted term "reasonable" from the proposed language.

Additionally, as suggested, we have included in the request language that all City elections are decided by a plurality, rather than majority, as allowed by Georgia Law.

Finally, we have deleted some language regarding the initial elections under the Charter in the 1970's since it is confusing and no longer relevant.

Attachments

Proposed Amendment

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF DORAVILLE

RESOLUTION NO. 2024 - ___

A RESOLUTION TO SEEK SPONSORSHIP BY THE 2025 GENERAL ASSEMBLY'S DORAVILLE LEGISLATIVE DELEGATION TO ADOPT CHARTER CHANGES TO THE CITY CHARTER OF THE CITY OF DORAVILLE, GEORGIA, AND FOR OTHER PURPOSES ALLOWED BY LAW

WHEREAS, the Mayor and Council of the City of Doraville are duly elected governing authority of the City of Doraville, Georgia; and

WHEREAS, the Mayor and Council have determined that certain Charter changes are necessary to effectuate an orderly administration of the City's affairs including revised rules to provide for the orderly transition of the Mayor and councilmembers in case of vacancies, and having elections by plurality for the elections of Mayor and Council; and

WHEREAS, such requested changes presented herein are amendments to the Charter required to be adopted as part of Local Legislation by the General Assembly to become effective; and

WHEREAS, the Mayor and Council respectfully request that the Doraville delegation of the Georgia General Assembly adopt a Local Act making the following changes to the City Charter of the City of Doraville, Georgia.

THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF DORAVILLE HEREBY RESOLVE AS FOLLOWS:

Section 1. That Section 2.05 of the City Charter be amended to read as follows:

"Section 2.05. Vacancy in office of Mayor or Councilmember.

Be it further enacted, that a vacancy shall exist if the Mayor or a councilman resigns, dies, moves his residence from the City or is absent from four (4) consecutive regular meetings of the governing authority, except if granted a leave of absence by the Council, which leave shall be entered upon the minute books; or if he is adjudged incompetent or is convicted of malfeasance in office, or of a felony, or any violation of election laws.

If less than ~~six (6)~~twelve (12) months remain in the unexpired Term of the vacated council seat, ~~that seat shall remain open until it expires~~the Mayor shall appoint a successor for the remainder of the term subject to the approval of the majority of the remaining City Council members. If less than twelve (12) months remain in the unexpired Term of the Mayor, the majority of the remaining City Council members shall appoint a successor for the remainder of the term. If more than ~~six (6)~~twelve (12) months remain in the unexpired Term of the vacated ~~Council S~~seat, the vacated seat shall be filled by the next available Special Election

ballot, so long as the appropriate statutory and reasonable period of time remains between the vacating of the ~~council or Mayor~~ seat and the conducting of the Special Election, including the appropriate qualifying period and proper Call of the election. If no such appropriate time period is available until the next Special Election, the vacated seat shall be filled by the next available Special Election ballot.~~and, the following appropriate date of a Special Election is less than six (6)~~twelve (12)~~ month prior to expiration of the Term of the Vacated Council or Mayor Seat, that seat may remain open until it expires."~~

~~At no time shall there be more than one (1) council member vacancy; and if a second vacancy occurs on the council, a special election shall be held within a period of ninety (90) days after the second vacancy occurs pursuant to a call of a special election as provided by this Charter for both vacancies, so long as the appropriate statutory and reasonable period of time remains between the vacating of the council seat and the conducting of the Special Election, including the appropriate qualifying period and proper Call of the election. If no such appropriate time period is available within ninety (90) days, the Special Election for said seat(s) shall be conducted at the next available Special or General Election date.~~

~~In the event a vacancy should occur in the office of the Mayor, a special election shall be called and held in the manner prescribed by the Georgia Municipal Election Code (Title 34A, Code of Georgia, 1933) as it now exists or may hereafter be amended.~~

Section 2. That Section 5.08 of the City Charter be amended to read as follows:

"Section 5.08. Election of Mayor and Councilmen.

Be it further enacted, that those persons elected to office ~~as of the first Tuesday after the first Monday in January, 1972,~~ shall continue to serve under this charter until their successors are duly elected and qualified as provided by this charter and any other applicable law.

~~(a) On the first Saturday in April, 1972, a general election shall be held to fill two (2) new seats on the City Council of Doraville, so that when two (2) persons are duly elected and qualified and subsequently take office in said new positions in May, 1972, the City Council of the City of Doraville shall thereupon consist of six (6) councilmen and a Mayor. For the purposes of this election, the candidates for the two (2) new seats will run at large throughout the City and shall not represent any district during their term. However, the two (2) council seats shall be designated a one-year seat and a two-year seat for the purposes of this election only, and the candidate for one (1) seat shall be elected for a term of one (1) year to expire April 30, 1973, and the candidate for the latter seat shall be elected for a term of two (2) years, to expire April 30, 1974.~~

~~(b) The two (2) members of the council whose terms of office are due to expire December 31, 1972, shall continue to hold office until their successors are duly qualified and elected in April, 1973, and subsequently take office in May, 1973.~~

~~On the first Saturday in April, 1973, a general election shall be held for the offices of the two (2) councilmen whose terms of office are expiring as provided above, as well as for the newly created office which is expiring in April, 1973.~~

(a) Every two (2) years ~~thereafter~~, a general election shall be held for the offices of the three (3) councilmen whose terms of office are expiring, the first Tuesday after the first Monday in November of that year. This election shall be held at large throughout the City but the candidates shall run from City election districts, as hereinafter provided, and each candidate shall reside in the district which he seeks to represent.

(b) Every four (4) years, a general election shall be held for the office of the Mayor whose term of office is expiring, the first Tuesday after the first Monday in November. This election shall be held at large throughout the City.

(c) The Mayor and the ~~two~~ three (~~2~~3) members of the council whose terms of office are due to expire ~~December 31, 1973~~on any general election year, shall continue to hold office until their successors are duly qualified and elected ~~in April, 1974, and subsequently take office in May, 1974~~.

~~On the first Saturday in April, 1974, a general election shall be held for the offices of the Mayor and the two (2) councilmen whose terms of office are expiring as provided above, as well as for the newly created office which is expiring in April, 1974. Every two (2) years thereafter, a general election shall be held for the offices of the Mayor and the three (3) councilmen whose terms of office are expiring.~~

(d) The candidates for Mayor and Council who receive~~s~~ a ~~majority~~ plurality of the votes cast in said election, as defined by the O.C.G.A., ~~and the three (3) candidates for councilmen who receive a majority of the votes cast in their respective elections~~ shall be elected for terms of office of ~~two~~ four (~~2~~4) years each and until their successors are duly elected and qualified. ~~The three (3) councilmen to be elected in April of odd numbered years shall be for Post One from each respective City election district as hereinafter described. The three (3) councilmen to be elected in April of even numbered years shall be for Post Two from each respective City election district as hereinafter described.~~

(e) There shall be three (3) City election districts in the City of Doraville, and two (2) councilmen shall represent each district, and shall reside in the district which they represent. The City election districts shall be as described below.

District One shall consist of all that part of the City lying north and west of the Southern Railroad Main Line.

District Two shall consist of all the part of the City lying south and east of the Buford Highway, and south of Interstate Highway I-285.

District Three shall consist of all that part of the City lying south and east of the Southern Railroad Main Line between the Southern Railroad Main Line and the

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF DORAVILLE

Buford Highway, and all of that part of the City lying east of the Buford Highway and North of Interstate Highway I-285.

Candidates for the district posts must live in the district which they seek to represent but all elections shall be at large in the City.

~~In instances where no candidate for Mayor or for any council seat receives a majority of the votes cast at the election held on the first Saturday in April, a runoff election shall be held between the two (2) candidates receiving the highest number of votes in such election. Said runoff election shall be held on the third Saturday in April of the same year. The candidate for Mayor or for any council seat receiving a majority of the votes cast in such runoff election shall be declared the winner.~~

SO RESOLVED, this ____ day of _____, 2024.

Approved:

_____
Joseph Geierman, Mayor

Attest:

_____
Shanta J. Bingham, City Clerk
(Seal)

AGENDA ITEM NO. X.A

Agenda Item Memorandum

CITY COUNCIL AGENDA ITEM REPORT

ITEM TITLE: FY2025 Budget (First Public Hearing)
Presented by China Agu, Director of Finance

DATE: September 11, 2024

SUBMITTED BY: Shanta Bingham, Finance

ITEM TYPE: New Business

AGENDA SECTION: NEW BUSINESS

SUGGESTED ACTION:

ATTACHMENTS:
FY25 Memo.pdf
2025 Propsed Budget SJB changes made.pdf

THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: FY2025 Budget

DATE OF MEETING: September 11,2024

BUDGET IMPACT: N/A

BUDGET IMPACT AMOUNT: N/A

FUNDING SOURCE:

☑ ANNUAL ☐ CAPITAL ☐ N/A

REGULAR MEETING ☑

WORK SESSION ☐

RECOMMENDATION ☐

POLICY/DISCUSSION ☐

REPORT ☐

OTHER ☐

DEPARTMENT: Finance REQUESTOR: China Agu

COMMENTS AND RECOMMENDATIONS:

Please see attached Propsed FY25 Budget. This is a Public Hearing and will be presented again September 18, 2024

REQUESTED ACTION TO BE TAKEN BY BOARD:

To give feeback regarding propsed budget.

Doraville
Proposed Budget
2025



To: Mayor & Council
From: Chris Eldridge, City Manager
Date: September 11, 2024
Subject: Fiscal Year 2025 Proposed Budget

Mayor & Council,

The City of Doraville is entering an exciting period with numerous capital and redevelopment projects, including the new City Center, planned for the FY2025 budget. The FY2025 budget is balanced, accounting for increased operating costs due to inflation, technology upgrades, and capital expenses associated with upcoming major projects. To account for these anticipated increases, the City Council adopted a millage rate of 9 mills for the 2024 tax year.

Operating Fund

The General Fund Budget is estimated to have revenues of $22,566,153 for FY2025, an increase of 16% from FY2024. The largest increase is due to property tax growth of $1.7 million. Other increases are contributed to franchise taxes, business and occupational taxes, as well as building and permits.

Key General Fund expenditures include:

- $1.25 million reserved for newly Capital Fund
- Upgraded GIS System (ESRI)
- 3% average merit increase for all employees
- Increase of Tuition reimbursement for City employees to $5,000 a year
- Recruitment incentive of $5,000 Sign on bonus for Police Officers
- 20% increase to liability insurance
- Increased health insurance costs of 12%
- Continued funding for the Career Catalyst Program

Capital

The budget includes the following projects:

- 2025 Paving-utilizing the 2022 Pavement Condition Assessment
- Stormwater projects: streambank restoration, jet vac, CIPP, and pipe replacement projects based on Stormwater Master Plan priority list.
- Replacement of Message of Board, which will furnish timely, pertinent, and dynamic traffic information to en-route motorists via alphanumeric text and / or graphic display
- Replacement Vehicles
    - 6-Police Patrol vehicles with all necessary equipment
    - 1-Code Enforcement
    - 1-Public Works
    - 1-New Van Recreation Programs
    - Gator Cart (Shared between Recreation and Public Works)
- Portable Radios for Police Department
- Site improvements across parks and recreation to include:
    - Replace Mulch in Parks
    - Replace Playground Borders painting
    - Paint at gym
- Grants Matches for the following projects:
    - Multiuse path and road diet for New Peachtree Road from Stewart Road to Oakcliff Road. (GDOT)
    - Streetscape improvements for Shallowford Road and New Peachtree Road from the southern endpoint of the current New Peachtree Road streetscape, across Buford Highway to Chamblee Dunwoody Road. (GDOT)
    - Dual-purpose multiuse path down Flowers Road from Longmire Way to Van Fleet Circle. (GDOT)
    - 2025 Paving Project (LMIG)

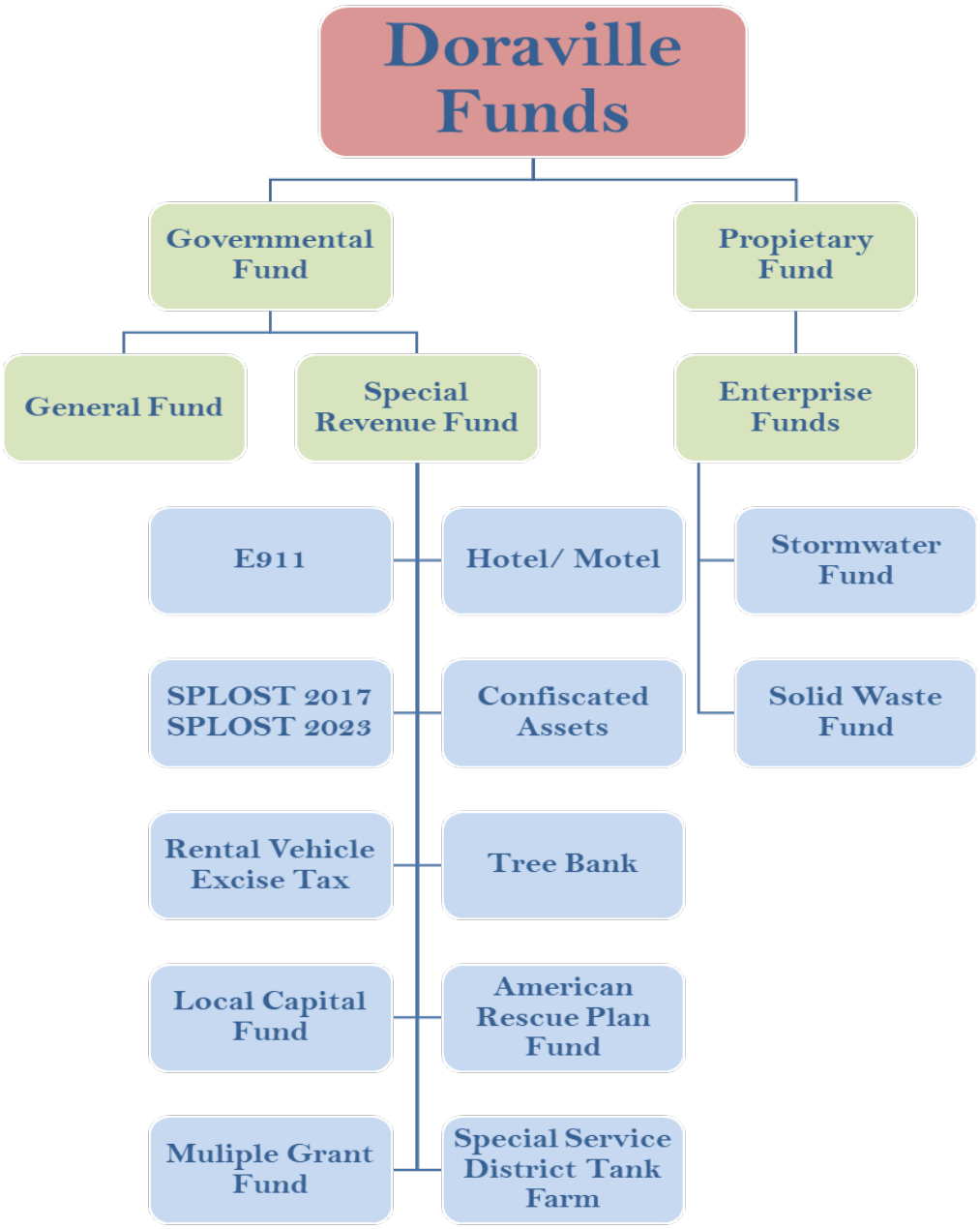
- Pedestrian safety improvements at four (4) intersections on Buford Highway: I-285, Longmire Way, McElroy Road, and Oakcliff Road. (GDOT)
- Safety Action Plan grant from the USDOT Safe Streets and Roads for All Program. (USDOT)
- Phase 2a of the Peachtree Creek Greenway, which creates a connection to the new Sequoyah High School property from Aztec Road, Stewart Road, and Drury Court.

- Continuous paving of roads for Special Service District Tanks Farms, as well as safety enhancements
- Assistance in developing the Downtown City Center

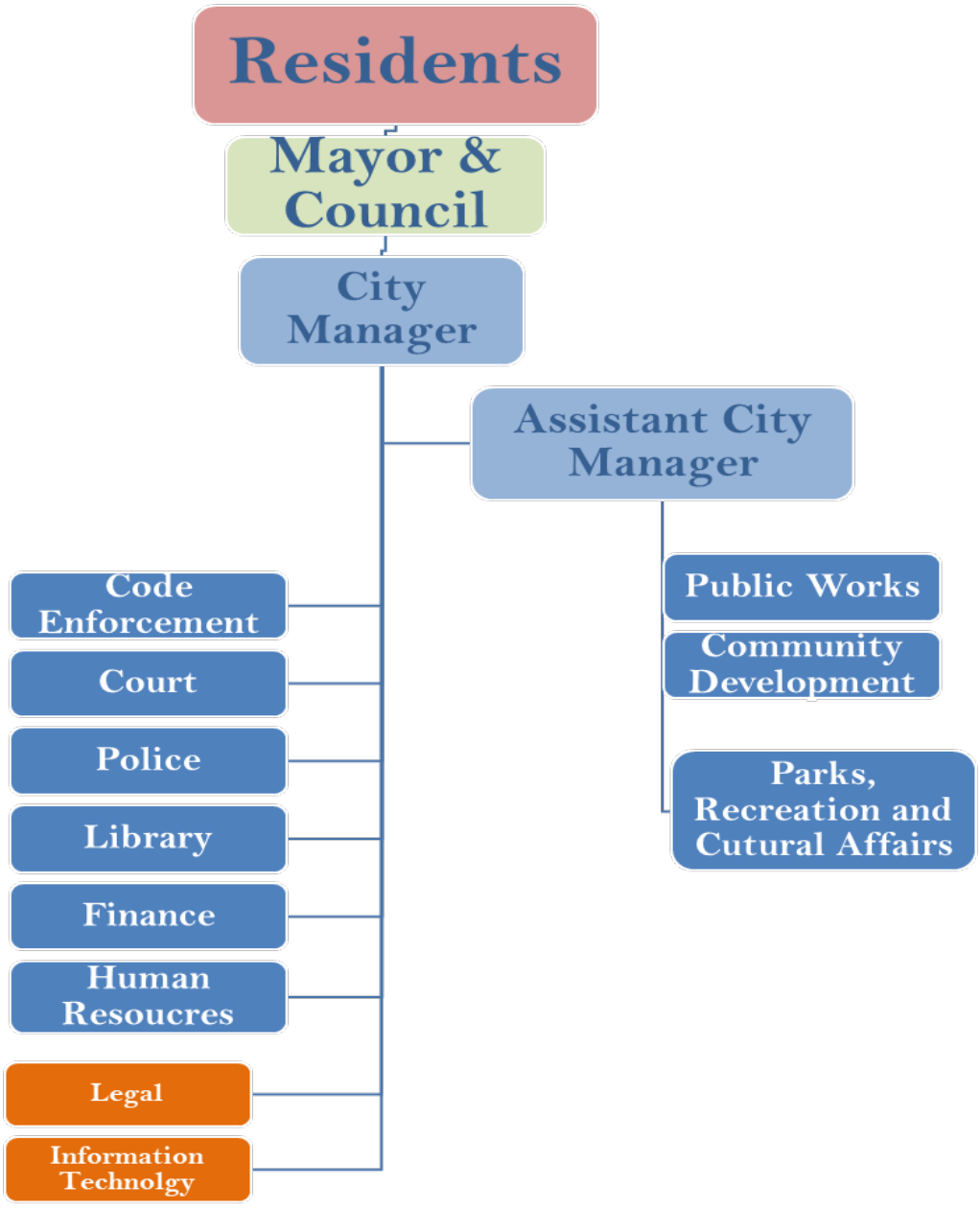
We are concluding the FY2024 budget year on a strong note. The City of Doraville staff are knowledgeable, dedicated and eager to achieve all the goals set for FY2025. With the support of the City Council, I look forward to continuing to make Doraville a diverse and vibrant community.

Chris Eldridge, City Manager

FY 2025 Funds



FY 2025 Organizational Chart



Pay Grades

Pay Grade	Min	Mid	Max
1	15.00/31,200	19.25/40,040	23.50/48,880
2	16.50/34,320	21.25/44,200	26.00/54,080
3	19.00/39,520	24.00/49,920	29.00/60,320
4	20.50/42,640	25.75/53,560	31.00/64,480
5	22.00/45,760	28.00/58,240	34.00/70,720
6	24.00/49,920	30.50/63,440	37.00/76,960
7	26.50/55,120	33.50/69,680	40.50/84,240
8	29.00/60,320	36.75/76,440	44.50/92,560
9	31.50/65,520	40.00/83,200	48.50/100,880
10	34.50/71,760	43.75/91,000	53.00/110,240
11	38.00/79,040	48.00/99,840	58.00/120,640
12	41.50/86,320	52.50/109,200	63.50/132,080
13	45.00/93,600	57.50/119,600	70.00/145,600
14	49.50/102,960	62.75/130,520	76.00/158,080
15	54.00/112,320	68.50/142,480	83.00/172,640
16	59.00/122,720	75.00/156,000	91.00/189,280

Department	Job Title	ACA Profile	Pay Type	Pay Grade
City Manager	City Manager	Full-Time	Salaried	Contract
Department	**Job Title**	**ACA Profile**	**Pay Type**	**Pay Grade**
City Clerk	City Clerk	Full-Time	Salaried	10
Deputy City Clerk	City Clerk	Full- Time	Salaried	6
Department	**Job Title**	**ACA Profile**	**Pay Type**	**Pay Grade**
Code Enforcement	Director of Code Enforcement	Full-Time	Salaried	10
Code Enforcement	Code Enforcement Supervisor	Full-Time	Salaried	6

Code Enforcement	Code Enforcement Officer	Full-Time	Hourly	3
Department	**Job Title**	**ACA Profile**	**Pay Type**	**Pay Grade**
Financial Administration	Director of Finance	Full-Time	Salaried	13
Financial Administration	Controller/Assistant Finance Director	Full-Time	Salaried	9
Finance Administration	Accounting Associate	Full Time	Hourly	5
Financial Administration	Accounting Technician	Full-Time	Hourly	4
Financial Administration	Business License and Revenue Technician	Full-Time	Hourly	3
Department	**Job Title**	**ACA Profile**	**Pay Type**	**Pay Grade**
Human Resources	Director of Human Resources	Full-Time	Salaried	11
Human Resources	Human Resources Specialist	Full-Time	Salaried	6
Department	**Job Title**	**ACA Profile**	**Pay Type**	**Pay Grade**
Library	Library Manager	Full-Time	Salaried	9
Library	Librarian	Full-Time	Hourly	4
Library	Library Technician	Full-Time	Hourly	1
Department	**Job Title**	**ACA Profile**	**Pay Type**	**Pay Grade**
Municipal Court	Senior Court Clerk	Full-Time	Salaried	8
Municipal Court	Deputy Court Clerk	Part-Time	Hourly	2
Department	**Job Title**	**ACA Profile**	**Pay Type**	**Pay Grade**
Parks & Recreation	Director of Recreation, Parks & Cultural Affairs	Full-Time	Salaried	10
Parks & Recreation	Communications Coordinator	Full-Time	Salaried	7
Parks & Recreation	Athletic Coordinator	Full-Time	Salaried	5
Parks & Recreation	Office Manager	Full-Time	Hourly	3
Parks & Recreation	Recreation Specialist/Instructor	Part-Time	Hourly	1
Department	**Job Title**	**ACA Profile**	**Pay Type**	**Pay Grade**
Planning and Zoning	Director of Planning & Community Development	Full-Time	Salaried	12
Planning and Zoning	Senior Planner	Full-Time	Salaried	8
Planning and Zoning	Business and Community Engagement Coordinator	Full-Time	Salaried	6

Planning and Zoning	City Planner	Full-Time	Salaried	6
Planning and Zoning	Permit Technician	Full-Time	Hourly	3
Department	**Job Title**	**ACA Profile**	**Pay Type**	**Pay Grade**
Police	Chief of Police	Full-Time	Salaried	15
Police	Assistant Police Chief	Full-Time	Salaried	14
Police	Majors	Full Time	Salaried	13
Police	Police Captain	Full-Time	Salaried	12
Police	Lieutenant	Full-Time	Hourly	11
Police	Sergeant	Full-Time	Hourly	10
Police	Corporal/ Detective	Full-Time	Hourly	9
Police	Officer I II III	Full-Time	Hourly	8
Police	Emergency Communications Supervisor	Full-Time	Hourly	7
Police	Administrative Assistant, Training/Certification	Full-Time	Hourly	5
Police	Animal Control Officer	Full-Time	Hourly	4
Police	Transport Officer	Full-Time	Hourly	4
Police	Communications Officer III IV	Full-Time	Hourly	4
Police	Communications Officer I II	Full-Time	Hourly	3
Police	Records Clerk	Full-Time	Hourly	2
Department	**Job Title**	**ACA Profile**	**Pay Type**	**Pay Grade**
Public Works	Director of Public Works	Full-Time	Salaried	12
Stormwater Collection & Disposal	Stormwater/GIS Technician	Full-Time	Salaried	6
Public Works	Maintenance Superintendent	Full-Time	Salaried	6
Public Works	Foreman	Full -Time	Hourly	5
Public Works	Heavy Equipment Operator	Full-Time	Hourly	4
Public Works	Light Equipment Operator	Full-Time	Hourly	3
Public Works	Office Manager	Full-Time	Hourly	3
Public Works	Maintenance & Repair Worker	Full-Time	Hourly	2

Fee Schedule

CITY OF DORAVILLE FEE SCHEDULE			
Service or permit type	**Description**	**Fee Structure**	**Fee (per year unless otherwise noted)**
ADMINISTRATION AND POLICE			
Regulated Business License	**Peddler's Permit**		$500
	Billiards & Pool Hall		$500
	Food Truck Permit		$50
	Pawnshop		$1,000
		Employee ID Card	$50
		Fingerprints	$50
		Administrative Fee PD	$50
	Precious Metals/Gems/Watch		$500
		Employee ID Card	$50
		Fingerprints	$50
		Administrative Fee PD	$50
	Escort/Dating Service		$1,500
		Employee ID Card	$50
		Fingerprints	$50
		Administrative Fee PD	$50
	Massage Parlor		$1,500

	Soft Tissue Massage		$1,000
		Employee ID Card	$50
		Fingerprints	$50
		Administrative Fee PD	$50
	Sexually Oriented Businesses (11/12 mod.)		$350
		name change/location change	$50
	Professional Bonding		$1,000
		Employee ID Card	$50
		Fingerprints	$50
		Administrative Fee PD	$50
	Special Events Permit	Application Fee	$25 / event
		Application Fee if alcohol provided	$50 / event
		Additional Services (traffic control, public works, etc.)	Actual Cost
	Tanker License	License	$100 every two years
		Late Fee	$50
	Taxicab		
		Company License	$150
		Driver's Permit	$150
	Background Investigation		
		Applicant	$100
		Criminal History Only	$6

	Insurance Company		
		License Fee	$75
Alcohol Beverage License (ABL)	**Server Permit**		$25
		Fingerprints	Inclusive
		administrative fee pd	Inclusive
	Retail Package or Retail Consumption or Wholesale		
		Beer	$1,000
		Wine	$1,000
		Distilled Spirits	$3,000
		Beer & Wine	$2,000
		Beer & Distilled Spirits	$3,000
		Wine & Distilled Spirits	$3,000
		Beer, Wine & Distilled Spirits	$4,000
	Sunday Sales		$1,000
	Administrative Fee		
		Beer	$100
		Wine	$100
		Distilled Spirits	$100
		Beer & Wine	$100
		Beer & Distilled Spirits	$100
		Wine & Distilled Spirits	$100
		Beer, Wine & Distilled Spirits	$100

	Alcoholic Beverage Temp License (Catering)		$25
	Alcoholic Beverage Temp License (ABL)	Alcohol Beverage Temp License (non-profit/charity events)	$0
	Wine, Beer and Distilled Spirits Tasting		
		Administrative (Application) Fee	$100
		Beer Tasting License	$300
		Wine Tasting License	$300
		Beer and Wine Tasting License	$600
		Beer and Distilled Spirits Tasting License	$600
		Wine and Distilled Spirits Tasting License	$600
		Wine, Beer and Distilled Spirits Tasting License	$900
Film Permit	**Film and Television Production**		
		Application Fee for Public or Private Property	$25.00 application Fee
		Media Production Permit Daily Fee	$100.00 per day

		Park Facility or City Facility Daily Rental Fee	$500.00 per day
		Police Services, with a minimum of three hours per officer	$55.00 per hr, per officer
		Rush fee (applicable to applications submitted in full with less than 3 days notice)	$150
		Fee for filming done without a permit	200 % of the original permit fee
		Photography Permit, Annual	$100
		Photography Permit, One-Day (application fee only)	$25
Miscellaneous Fees & Charges			
	Street Name Change Request		$2,000
	Sanitation	Fee	$71.25 /calendar quarter ($285 annually)
		Late Fee	$20 / calendar quarter
	Stormwater	Fee	$79.16 / annually
	Temporary Use Permit		$75
		Additional Sevices (traffic control, public works, etc.)	Actual Cost
	Move a Structure Off-Site	Permit	$1,000
		Police Dept. Traffic Control/Escort	Actual Cost

	Vehicle Impoundment	Booting License	$100
		Vehicle Impoundment License	$500
	Vehicle Impoundment Operator		
		Application	$25 / application
		License	$50
Processing Fees			
	Processing fee	Municipal Court Fines and Fees	2.25% of the total transaction
		All other departments	$4.00 per transaction/Swipe
	NSF Check Fee		$30
	Court Cost Processing fee		
		Administrative Fee	$25.00 per Citation
		Failure to Appear Fee	$100 / case
		Warrant Fee	$200 / case
	Administrative fee		$50
Document Reproduction Fees			
	Business and Legal Size		
		B&W	$.10 /page
		Color	$.10 /page

	Oversize, Large Volume, or Specialty	3rd Party Printing	Actual Cost
	Certified Copies (City Clerk)	per page fees; does not include per page fees for uncertified copies or 3rd party printing charges for oversize, large volume or specialty printing	$5.00 per document
	Certified Dispositions (Municipal Court)	per page fees; does not include per page fees for uncertified copies or 3rd party printing charges for oversize, large volume or specialty printing	$5.00 for the first page; $2.00 each additional page

Service or permit type	**Description**	**Fee Structure**	**Fee (per year unless otherwise noted)**
PARKS & RECREATION			
Category 1	**City of Doraville**		
Category 2	**AA Groups, Doraville Cluster Schools, Facilitators with Signed Agreements**		
Category 3	**Local Civic, Faith Based, Private Schools, Nonprofit Organizations**		
Category 4	**Businesses, Other Contracted Organizations, Individuals or Groups**		

Field Rentals (Lights included)	**Category 2**	Per Field	$15 per hour, $150 day max
	Category 3	Per Field	$25 per hour, $250 day max
	Category 4	Per Field	$40 per hour, $400 day max
Pavilion Rental	**All Pavilions**	Per 4 hour block	$50
Facility Rental	**Category 2**	Charging for program	$10 per hour
	Category 2	NOT charging for program	$0 per hour
	Category 3	Per Occurance	Two meetings (2 hours/meeting) at no cost, additional rentals at cost of Category 4
Civic Center	**Category 4**	Per Occurance	$100 first 2 hours + $25 each additional hour
Classroom	**Category 4**	Per Occurance	Classroom Regular Rental Fee: $20/hr, 2 hour minimum
Gymnasium Rental	**Categories 2,3,4**	Per Occurance	$75 per hour, 2 hour minimum
Fitness and Wellness			
	Tai Chi Classes	Per class	$5

		6 week session	$30
	Low Impact Aerobics	Age 50 and older	Free
	Water Aerobics (June - August)	Adult (18 years and older)	$3/class
		Senior (55+ yeares older)	$2/class
Aquatic Services			
	Swimming Pool		
		Ages 16-64	$5 /day
		Ages 3-15	$3 /day
		Ages 65+	$3 /day
		Ages 0-3	Free
	Pool Season Pass	Family (up to 4) ($25 per additional family member over 4)	$100
		Individual	$35
	Pool Rental for after hours private event (2 hours)	Per event	$200 / $100 each additional hour
	Water Aerobics		
		Adults	$4/ Session
		Seniors	$3 Session
	Doggie Splash Day		
		Dogs	$5/dog
Athletics			
	Soccer		$60/player

	Baseball		$60/player
	Volleyball		$60/player
	Basketball		$110/player
Summer Camp			
	Registration Fee	per child	$50
	Weekly Rate	First child	$125
		Second child and above	$100

Description	**Fee**	
PLANNING AND ZONING		
Rezoning or Zoning Amendment	< 1 acre	$750
	1-10 acres	$1,150
	11-20 acres	$1,550
	21-50 acres	$2,150
	51-99 acres	$3,150
	100-150 acres	$3,250 + $40 per acre
	151+ acres	$3,400 + $40 per acre
Conditional Use Permit (CUP)	$450	
Variance	$150	
Zoning Verification Letter (ZVL)	$50	
Expedited Plan Review	150% of permit fee + Actual Cost of Consultant	
Plat Review (all types)	$650	
Parking Plan Modification	$400 per occurrence	

Road Closure/Abandonment	$2,000 per occurrence	
Special Use Permit Telecommunications	**Special Use Permit**	**$2,000 + $150 per concurrent variance**
Appeals	**Administrative**	**$200**
	Mayor and Council	**$400**
SITE DEVELOPMENT		
Land Disturbance Permit	< .25 acre	$350
	≥.25 acre but less than 1 acre	$550
	1 acre and greater	Fees based upon valuation of land dist. activity
	Valuation: $1 to $5,000	$850
	Valuation: $5,001 to $20,000	$850 for first $5,000 and $150 for each additional $1,000 or fraction thereof
	Valuation: $20,001 to $100,000	$2,250 for first$ 20,000 and $100 for each add. $1,000 or fraction thereof
	Valuation: $100,001 to $250,000	$10,550 for the first $100,000 and $50 for each additional $1,000 or fraction hereafter
	Valuation: $250,001 to $500,000	$18,050 for the first $250,000 and $25 for each additional $1,000 or fraction hereafter
	Valuation: $500,001 to $1,000,000	$24,300 for the first $500,000 and $15 for each additional $1,000 or fraction hereafter

	Valuation: $1,000,001 and greater	$31,800 for the first $1,000,000 and $10 for each additional $1,000 or fraction hereafter
CONSTRUCTION		
Administrative Fee	$50	
Change of Contractor	$200	
Certificate of Occupancy /Completion	Residential	$25
	Commercial	$75
Temporary Power Request	$75	
Plan Review Fees	Residential	25% of the permit fee; min. of $100
	Commercial- Minor (Interior, 1 story, and 3,000 s.f. or less)	50% of the permit fee; min. of $250
	Commercial - Major (Any greater than minor classification)	50% of the permit fee; min. of $650
Resubmittals	First Submittal	Free
	Second Submittal	50% of the Original Submittal Fee
	Subsequent Resubmittals	50% of the previous Resubmittal Fee
LEED Review	$50	
Inspection Fees	First 3 Inspections	Included in permit fee.
Additional Inspection Fees	1st re-inspection	$100
	2nd re-inspection	$150
	3rd re-inspection	$200

	4th re-inspection	$250
Working w/o a Permit	Double permit fee.	
Demolition	$350	
New Construction or Addition	$1.10 per square foot	
Shell Building	$1.10 per square foot	
Tenant Improvements	$1.00 per square foot	
Commercial Roof Permit	$250	
Temporary Construction Trailer	$100	
Swimming Pool	Valuation- $180 per square foot	$8 per $1,000 of valuation
Patio Cover, Balcony and Concrete Patio	Valuation: $15 per square foot	$8 per $1,000 of valuation
Deck, enclosed patio, sunroom and screen porch	Valuation: $30- per square foot	$8 per $1,000 of valuation
Shed or Storage Building	Valuation: $20-per square foot	$8 per $1,000 of valuation
Residential Garage or Carport	Valuation: $30- per square foot	$8 per $1,000 of valuation
Residential driveway or parking pads	$50	
Fence	Residential	$50
	Commercial	$75
Retaining Walls	All retaining walls over 48" high (measured from bottom of footing to the top of the wall) require engineered plans	
	Valuation: 48" or less in height $10 per linear foot;	$8 per $1,000 of valuation
	Valuation: greater than 48" in height $20 per linear foot	$8 per $1,000 of valuation

Trade Permits: Electrical, Mechanical, Plumbing	$75	
Solar Permits	$100	
Electric Vehicle (EV) Charging Stations	$275	
TREES		
Tree Bank Recompense	$500 per Tree Density Unit (TDU)	
Tree Removal Permit	$25 per tree	
SIGNS		
Admin Fee	$50	
Permanent	Wall Sign	$150
	Awning Sign	$150
	Monument Ground Sign	$250 + $25/tenant insert
	Stanchion Sign	$350
Panel Replacement	For tenant replacement under 4 sf	$25/tenant
	For Panel Replacement with area equal to or greater than 4 sf of panel area	$250
Billboard	$2,000	
Temporary	Banner, Flag, Pennant, Streamer, Balloon, Inflatable, & Others	$125
	Yard Sale / Garage Sale	$5
Vacant Property Sign	$275 for initial	
	$175 for annual renewal	

RIGHT-OF-WAY (ROW) ENCROACHMENT		
Application Fee	**$**50	
Daily ROW Encroachment Fees	Daily rate without Lane, Road, or Sidewalk closure	$100 per day
Daily Lane Closure Fees*	Lane closure, <200 feet	$150 per day
	Lane closure, ≥200 feet	$200 per day
	Full closure	$300 per day
Sidewalk Closure Fees*	Sidewalk closure, >200 feet	$75 per day
	Sidewalk closure, ≥200 feet	$100 per day
Small Wireless Facility Encroachment (SWFE) Fees	New pole	$1,000 per pole
	Replacement pole	$250 per pole
	Collocation on new poles	$200 per collocation
	Collocation on existing poles	$100 per collocation

Budget in a Glance/Budget Impacts

- $1.25 million reserved for Capital Fund
- Upgraded GIS System (ESRI)
- 3% average merit increase for all employees
- Increase of Tuition reimbursement for City employees to $5,000 a year
- Recruitment incentive of $5,000 Sign on bonus for Police Officers
- 20% increase to liability insurance
- Increased health insurance cost o
- Continued funding for the Career Catalyst Program
- SSD Tank Farms Infrastructure to be completed

Fund Name	Revenue	Expense
General Fund	$22,566,153	$22,566,153
E- 911	$287,000	$287,000
Tree Fund	$100,000	$25,000
Multiple Grant	$273,949	$273,949
Motor Vehicle	$50,000	$50,000
Hotel/Motel	$100,000	$100,000
SPLOST 2017	$1,842,000	$1,842,000
SPLOST 2023	$1,898,000	$1,898,000
American Rescue Plan	$629,000	$629,000
Capital Fund	$1,250,000	$1,250,000
Stormwater	$2,000,000	$2,000,000
Sanitation	$725,000	$725,000
SSD Tank Farm	$5,510,000	$5,510,000
Total	**$37,231,102**	**$37,156,102**

Capital 2025

FY2025				
Department	**Project Request**	**Amount**		**Source**
Police				
	Message Board	$	13,570	Capital
	Portable Radios	$	29,582	Capital
	Ford Explorers	$	304,808	SPLOST
	Chevrolet Tahoe's	$	131,312	SPLOST
	Total	**$**	**479,272**	
Code Enforcement				
	Vehicle replacement	$	25,000	Capital
	Total	**$**	**25,000**	
Planning and Zoning				
	0019208 - New Peachtree	$	44,248	SPLOST
	0019790 - Shallowford	$	120,630	SPLOST
	0019855 - Flowers Road	$	42,900	SPLOST
	0019884 - Buford Hwy	$	300,000	SPLOST
	SS4A - Buford Hwy SAP	$	50,000	SPLOST
	Peachtree Creek Greenway	$	40,000	SPLOST
	Digital Signs	$	129,302	ARPA
	Total	**$**	**727,080**	
Public Works				
	Pavement Management	$	1,000,000	SPLOST/LMIG
	Landscape Improvements	$	125,000	Capital
	Vehicle Replacement	$	55,000	Capital
	Commercial Mower Replacement	$	15,000	Capital
		$	**1,195,000**	
Stormwater				
	Stormwater Infrastructure	$	1,300,000	Stormwater
	Total	**$**	**1,300,000**	
Recreation				
	Site Improvements	$	56,000	Capital
	Van	$	50,000	Capital
	Total	**$**	**106,000**	
IT				
	New badge system (2 Years out past life cycle)	$	11,754	Capital
	Avigilon Security Camera System Upgrade (City buildings)	$	45,000	Capital
	Cat 6 Cable for the new building	$	15,000	Capital
	Total	**$**	**71,754**	
City				
	City Center	$	500,000	ARPA
	Total	**$**	**500,000**	
	Total Capital			**$ 4,404,106**

General Fund

Revenues

Revenue							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Approved
100-0000-311100.00	Real property tax-current year	5,623,948	6,029,733	8,123,791	5,270,124	9,135,502	9,135,502
100-0000-311110.00	Public utility tax-current year	25,955	28,176	55,000	0		
100-0000-311190.00	SSD Taxes		2,686,019		2,274,757	647,000	647,000
100-0000-311200.00	Real property tax-prior year	270,589	144,783	125,000	119,899	125,000	145,000
100-0000-311300.00	Personal property tax-current ye	1,283,283	1,429,430	1,835,695	1,180,166	1,934,314	1,934,314
100-0000-311310.00	Motor vehicle	28,788	11,322	13,000	20,107	20,000	30,000
100-0000-311315.00	MV Title Ad Valorem	337,906	222,595	100,000	210,852	350,000	350,000
100-0000-311390.00	Public utility tax-prior year	112,196	0	0		0	0
100-0000-311400.00	Personal property-prior year	-1,975	59,761	135,000	83,827	100,000	100,000
100-0000-311600.00	Real estate transfer (intangible)	9,437	5,453	500	25,931	15,000	25,000
100-0000-311700.00	Franchise taxes	1,029,398	1,113,881	1,100,000	1,233,733	1,450,000	1,450,000
100-0000-314200.00	Beer/Wine Alcoholic Beverage	579,283	648,026	500,000	460,903	550,000	550,000
100-0000-314300.00	Mixed Drink Excise	58,439	74,441	60,000	80,787	95,000	95,000
100-0000-314500.00	MFG Energy Excise Tax	8,944	10,087	8,000	6,463	8,000	8,000
100-0000-314600.00	Consumer Fireworks Excise Ta	136	157	100	0	100	100
100-0000-316100.00	Business and occupation taxes	2,428,044	2,448,146	2,550,000	2,322,630	2,555,000	2,555,000
100-0000-316200.00	Insurance premium taxes	75	900,212	900,000	942,371	980,000	980,000
100-0000-316300.00	Financial Institutions Tax	125,855	111,530	125,000	0	125,000	125,000
100-0000-319000.00	Penalties and interest on delinqu	37,832	38,645	17,000	41,846	40,000	40,000
100-0000-319400.00	Penalties/Interest on BusinessT	55,415	17,468	35,000	264	5,000	5,000
100-0000-319500.00	Fi Fa	5,140					
100-0000-321100.00	Alcoholic beverages	338,050	88,500	400,000	245,325	300,000	300,000
100-0000-322200.00	Building and signs	1,844,559	1,425,778	800,000	1,616,066	1,550,000	1,550,000
100-0000-322300.00	Motor vehicle operators	101,046	100,900	80,000	60,624	80,000	80,000
100-0000-322400.00	Media Production	3,607		0	454	750	750
100-0000-322990.00	Other	488,646	5,694	0	500	500	500
100-0000-323000.00	Regulatory fees	22,750	16,550	18,000	5,000	10,000	10,000
100-0000-336000.00	Local government unit		5,000	0			
100-0000-331000.00	Federal government grants	134,242	8,700	0		8,700	8,700
100-0000-341910.00	Election qualifying fee	2,160	3,240			4,000	4,000
100-0000-342120.00	Accident reports	19,190	12,950	5,000	4,720	5,000	5,500
100-0000-342900.00	Warrant contract	19,600	0	5,000	0	2,500	2,500
100-0000-346400.00	Background check fees	300	100	2,000	100	2,000	2,000
100-0000-347200.00	Activity fees		0	5,000	0	70,000	70,000
100-0000-347500.00	Program fees	119,612	145,462	70,000	127,552	85,000	85,000

100-0000-347900.00	Other Culture & Recreation Fees/Charges				1,200	2,000	2,000
100-0000-349300.00	Bad check fees	238	128		60	200	200
100-0000-351170.00	Municipal Court Fines & Fees	1,012,808	1,304,662	1,400,000	802,015	1,250,000	1,250,000
100-0000-361000.00	Interest revenues	237	237	5,000	158	500	500
100-0000-371000.00	Contributions and Do	3,600	0	3,000	0	3,000	3,000
100-0000-381000.00	Rents and royalties	950	250	5,000	110	5,000	5,000
100-0000-383000.00	Damaged property reimburseme	20,001	750		29,293	5,000	5,000
100-0000-383000.00	Reimbursement for da		0	10,000	0	5,000	5,000
100-0000-389000.00	Miscellaneous	67,275	69,945	10,000	503,099	10,000	10,000
100-0000-389030.00	Misc Revenue: Rebates/Refunds		858				
100-0000-389040.00	Misc Revenues: Credit Card Fees		396		1,276	2,500	2,500
100-0000-391215.00	Xfers from E911				46,966		
100-0000-392100.00	Sale of Assets	359	84,977	10,000	1,075	10,000	10,000
		16,217,918	**19,254,943**	**18,511,086**	**17,720,253**	**21,546,566**	**21,587,066**
Public Safety							
100-3200-331100.00	OCDETF Reimbursements	206,351	541,704	500,035	166,678	500,035	500,035
	Total Police Department	**206,351**	**541,704**	**500,035**	**166,678**	**500,035**	**500,035**
Other Financing Uses							
100-0000-39215.00	Xfers from E911			272,000		285,000	285,000
100-0000-391275.00	Xfers from HM Fund:Other Fin	74,696	-26,593	30,000	14,953	30,000	30,000
100-0000-391280.00	Transfers from MVRE		-45,447	48,000		48,000	48,000
100-0000-389050.00	CID Pass through GTIP	65,110	116,052	116,052	19,342	116,052	116,052
	Total - Other Financing Use	**139,806**	**44,012**	**466,052**	**34,295**	**479,052**	**479,052**
	Total Revenue	**16,564,075**	**19,840,659**	**19,477,173**	**17,921,226**	**22,525,653**	**22,566,153**

Expenditures

Governing Body							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Approved
100-1110-511100.00	Regular employees	97,637	101,121	104,354	79,616	104,354	104,355
100-1110-512100.00	Group insurance	50,398	103,698	92,235	69,176	98,783	98,783
100-1110-512200.00	Social Security (FICA)	5,800	226	6,470	4,705	6,450	6,451
100-1110-512300.00	Medicare	1,356	7,192	1,513	1,100	1,513	1,513
100-1110-512400.00	Retirement contributions	5,575	6,733	9,914	4,665	8,348	8,348
100-1110-512700.00	Workers' compensation	0	16,042	11,905	8,929	11,905	11,905
	Personnel Services	**160,766**	**235,011**	**226,390**	**168,190**	**231,352**	**231,354**
100-1110-521200.00	Professional	725	3,419	10,000	16,599	20,000	20,000
100-1110-523100.00	Insurance, other than employee b	0	20,660	24,524	18,393	28,797	28,797
100-1110-523200.00	Communications	3,355	2,395	3,500	1,555	3,500	3,500
100-1110-523300.00	Advertising	0	188	1,500	1,000	1,500	1,500
100-1110-523400.00	Printing and binding	0	223	2,500	163	2,500	2,500
100-1110-523500.00	Travel	14,201	11,240	15,000	12,953	18,000	18,000
100-1110-523600.00	Dues and fees	0	2,500	4,100	50	4,100	4,100
100-1110-523700.00	Education and training	14,250	6,543	17,000	7,225	18,000	18,000
100-1110-531100.00	General supplies and materials	1,679	410	1,500	1,100	2,000	2,000
100-1110-531300.00	Food	236	1,663	2,500	1,559	2,500	2,500
100-1110-531400.00	Books and periodicals	94	0	500	0	500	500
100-1110-531600.00	Small equipment		184	2,000	0	1,000	1,000
	Operating Services	**34,540**	**49,424**	**84,624**	**60,598**	**102,397**	**102,397**
	Total Governing Body	**195,306**	**284,435**	**311,014**	**228,788**	**333,749**	**333,751**

City Manager							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Approved
100-1320-511100.00	Regular Employees	293,357	181,869	244,256	154,269	383,526	383,526
100-1320-511200.00	Temporary employees	0					
100-1320-511400.00	Paid Time Off (PTO)	5,049					
100-1320-511500.00	Holiday Pay	842					
100-1320-512100.00	Group insurance	31,976	18,397	14,497	10,873	29,497	29,497
100-1320-512200.00	Social Security (FICA)	15,595	143	15,144	8,161	23,779	23,779
100-1320-512300.00	Medicare	4,586	10,891	3,542	2,220	5,561	5,561
100-1320-512400.00	Retirement contributions	24,303	8,516	18,146	8,539	28,199	28,199
100-1320-512700.00	Workers' compensation		9,167	6,803	5,102	8,503	8,503
100-1320-512905.00	Wellness Incentives	222					
	Personnel Services	**375,930**	**228,983**	**302,387**	**189,165**	**479,065**	**479,065**
100-1320-521200.00	Professional Services	48,520	34,320	40,000	33,619	150,000	269,500
100-1320-522200.00	Repairs and maintenance	13,234	17,969	15,000	11,030	15,000	15,000
100-1320-523100.00	Insurance, other than Employe	514	11,806	14,014	10,510	20,569	20,569
100-1320-523200.00	Communications	30	654	500	897	1,200	1,200
100-1320-523300.00	Advertising:City Mgr	402	0	500	0	500	500
100-1320-523400.00	Printing and binding	4,378	0	1,500	0	1,500	1,500
100-1320-523500.00	Travel	17,542	2,812	10,000	2,881	15,000	15,000
100-1320-523600.00	Dues and fees	1,880	8,675	8,000	10,129	15,000	15,000
100-1320-523700.00	Education and training	1,822	3,504	10,000	1,975	15,000	15,000
100-1320-531100.00	General supplies and Material	3,189	428	3,000	7,833	8,500	8,500
100-1320-531300.00	Food:City Mgr	901	2,672	1,500	469	1,500	1,500
100-1320-531400.00	Books and periodicals	100	498	3,000	434	3,000	3,000
100-1320-531600.00	Small equipment	0	142	1,500	22	1,500	1,500
100-1320-573000.00	Payments to others	55,000		500	0	500	500
	Operating Services	**147,513**	**83,481**	**109,014**	**79,799**	**248,769**	**368,269**
	Total City Manager	**523,443**	**312,464**	**411,401**	**268,964**	**727,834**	**847,334**

City Clerk							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
100-1330-511100.00	Regular employees	17,538	76,995	107,380	103,930	127,580	127,580
100-1330-512100.00	Group insurance	32,583	21,506	20,403	15,302	21,490	21,490
100-1330-512200.00	Social Security (FICA)	1,168	208	6,658	6,354	7,910	7,910
100-1330-512300.00	Medicare	273	5,557	1,557	1,486	1,850	1,850
100-1330-512400.00	Retirement contributions	4,031	4,240	10,201	4,800	11,099	11,099
100-1330-512700.00	Workers' compensation	25	2,292	3,401	2,551	3,401	3,401
	Personnel Services	**55,619**	**110,798**	**149,600**	**134,423**	**173,330**	**173,330**
100-1330-521200.00	Professional			10,000	24,013	10,000	10,000
100-1330-521300.00	Technical	19,702	38,797	55,000	20,210	55,000	30,000
100-1330-523100.00	Insurance, other than em	1,293	2,951	5,225	3,941	6,171	6,171
100-1330-523200.00	Communications	1,368	354	500	389	500	500
100-1330-523300.00	Advertising	113	0	500	290	1,000	1,000
100-1330-523400.00	Printing and binding	4,164	0	2,000	95	1,000	1,000
100-1330-523500.00	Travel	1,911	1,849	5,000	6,546	8,000	7,000
100-1330-523600.00	Dues and fees	490	45	1,200	410	1,500	1,500
100-1330-523700.00	Education and training	3,300	1,185	5,000	2,643	8,000	7,000
100-1330-531100.00	General supplies and mat	2,771	741	5,000	3,180	5,000	5,000
	Operating Services	**35,111**	**45,923**	**89,425**	**61,716**	**96,171**	**69,171**
	Total City Clerk	**90,730**	**156,720**	**239,025**	**196,139**	**269,501**	**242,501**

Elections							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
100-1400-571000.00	Intergovernmental	2,680	0	12,000	15,743	15,000	15,000
		2,680	**0**	**12,000**	**15,743**	**15,000**	**15,000**
	Totals Election	**2,680**	**0**	**12,000**	**15,743**	**15,000**	**15,000**

Legal							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
100-1530-521200.00	Professional	840,934.35	473,942.51	350,000.00	273,623	350,000	350,000
		840,934.35	**473,942.51**	**350,000.00**	**273,623**	**350,000**	**350,000**
	Total Legal	**840,934.35**	**473,942.51**	**350,000.00**	**273,623**	**350,000**	**350,000**

- *Legal department contracted through Riley Mcclendon*

Information Technology							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
100-1535-521200.00	Professional Services	293,371	346,059	280,193	263,873	372,000	372,000
100-1535-521300.00	Technical: IT		1,571		5,656		
100-1535-522200.00	Repairs and maintena:IT	39,655	14,433	85,000	36,840	98,000	85,000
100-1535-531100.00	General supplies and materials	1,122	1,090	1,000	546		
100-1535-531600.00	Small equipment: IT	56,831	32,162	80,000	39,139	92,000	80,000
100-1535-542000.00	Machinery and equipment		550				
		390,980	395,865	446,193	346,054	562,000	537,000
	Total Information Technology	**390,980**	**395,865**	**446,193**	**346,054**	**562,000**	**537,000**

Human Resources							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
100-1540-511100.00	Regular employees	17,601	79,871	125,060	119,484	162,083	162,083
100-1540-512100.00	Group insurance	1,105	21,135	20,567	15,425	27,066	27,066
100-1540-512200.00	Social Security (FICA) contrib	258	200	7,754	7,179	10,607	10,607
100-1540-512300.00	Medicare	0	5,526	1,813	1,679	2,481	2,481
100-1540-512400.00	Retirement contributions	4,012	3,683	11,881	4,665	11,884	11,884
100-1540-512500.00	Tuition reimbursements	3,000	0	12,000	2,000	20,000	20,000
100-1540-512700.00	Workers' compensation		2,292	3,401	2,551		
100-1540-512905.00	Wellness Incentives	12,625	13,021	35,000	18,637	55,000	35,000
	Personnel Services	**62,331**	**125,728**	**217,476**	**171,620**	**289,121**	**269,121**
100-1540-521200.00	Professional Services		**3,597**	20,000	7,330	22,000	22,000
100-1540-523100.00	Insurance, other than employee benefits		2,950	5,255	3,941	8,228	8,228
100-1540-523200.00	Communications	299	354	500	373	700	700
100-1540-523300.00	Advertising	899	3,408	4,500	2,160	6,000	4,000
100-1540-523500.00	Travel	500	5,428	4,600	10,637	12,000	10,000
100-1540-523600.00	Dues and fees	1,111	1,621	2,600	4,709	6,000	5,000
100-1540-523700.00	Education and training	604	4,248	5,000	11,647	13,000	10,000
100-1540-531100.00	General supplies and materials	357	2,109	4,500	4,994	10,000	7,000
	Operating Services	**3,770**	**69,417**	**46,955**	**45,791**	**77,928**	**66,928**
	Total Human Resource	**66,100**	**195,145**	**264,431**	**217,410**	**367,048**	**336,048**

Finance							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
100-1510-511100.00	Regular employees	221,838	291,623	332,297	299,530	412,433	412,433
100-1510-511300.00	Overtime	1,573	10,842	7,000	8,648	6,000	6,000
100-1510-511400.00	Paid Time Off (PTO)	10,683					
100-1510-511500.00	Holiday Pay	3,673					
100-1510-512100.00	Group insurance	83,174	74,839	54,834	41,125	72,262	72,262
100-1510-512200.00	Social Security (FICA) contributions	14,303	490	21,036	18,650	26,121	26,121
100-1510-512300.00	Medicare	4,076	22,154	4,920	4,362	6,130	6,130
100-1510-512400.00	Retirement contributions	14,967	10,426	31,568	7,101	35,980	35,980
100-1510-512600.00	Unemployment insurance	2,605	10,413				
100-1510-512700.00	Workers' compensation	531	9,167	6,803	5,102	8,503	8,503
	Personnel Services	**357,423**	**429,953**	**458,457**	**384,518**	**567,430**	**567,430**
100-1510-521200.00	Professional	58,453	140,395	135,000	196,181	165,000	135,000
100-1510-521300.00	Technical	10,001	9,994	12,000	12,323	15,000	13,000
100-1510-522200.00	Repairs and maintenance	150	786	1,000	125	1,000	1,000
100-1510-522320.00	Rental of equipment and vehicles	4,673	13,019	7,800	7,753	9,000	9,000
100-1510-523100.00	Insurance, other than employee benefits	0	11,806	14,014	10,510	20,069	20,069
100-1510-523200.00	Communications	22,817	38,298	34,000	49,383	55,000	55,000
100-1510-523300.00	Advertising	2,751	6,230	4,000	0	4,000	2,000
100-1510-523400.00	Printing and binding	95	406	5,000	432	2,500	1,000
100-1510-523500.00	Travel	0	8,039	7,000	1,611	10,000	10,000
100-1510-523600.00	Dues and fees	6,520	4,734	5,000	0	2,500	1,500
100-1510-523700.00	Education and training		1,742	7,000	3,950	10,000	10,000
100-1510-523850.00	Contract labor	1,214	1,194	500	473	750	750
100-1510-523900.00	Other	14,188	7,851				
100-1510-531100.00	General supplies and materials	8,053	7,174	7,500	9,389	15,000	15,000
100-1510-531210.00	Water/sewerage	1,037	588	3,800	446	2,800	2,800
100-1510-531220.00	Natural gas	2,313	2,789	2,500	1,802	2,500	2,500
100-1510-531230.00	Electricity	6,629	6,338	7,000	4,977	7,500	6,500
100-1510-131300.00	Food	277			63	1,000	500
100-1510-531400.00	Books and periodicals	0	0	500	0	500	500
100-1510-571000.00	Intergovernmental	10,710	10,878	11,000	0	12,000	12,000
	Operating Services	**149,882**	**272,262**	**264,614**	**299,418**	**336,119**	**298,119**
	Total Finace Administrarion	**507,305**	**702,216**	**723,071**	**683,936**	**903,549**	**865,549**

Municipal Court							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
100-2650-511100.00	Regular employees	145,449	117,979	177,575	135,276	184,246	184,246
100-2650-511200.00	Temporary employees	4,443	973				
100-2650-511300.00	Overtime	3,754	115	3,500	1,950	2,500	2,501
100-2650-511400.00	Paid Time Off (PTO)	12,212	463				
100-2650-511500.00	Holiday Pay	3,788	320				
100-2650-512100.00	Group insurance	58,271	42,011	40,425	30,319	43,278	43,278
100-2650-512200.00	Social Security (FICA)	10,132	870	11,260	8,324	11,423	11,423
100-2650-512300.00	Medicare	2,754	8,188	2,650	1,973	2,672	2,672
100-2650-512400.00	Retirement contributions	9,239	6,658	15,089	7,101	12,852	12,852
100-2650-512700.00	Workers' compensation	2,656	6,819	6,803	5,102	6,803	6,803
	Personnel Services	**252,698**	**184,396**	**257,301**	**190,043**	**263,774**	**263,775**
100-2650-521200.00	Professional	117,704	92,519	145,000	81,023	152,000	145,000
100-2650-521300.00	Technical	27,305	18,276	40,000	48,285	70,000	65,000
100-2650-522200.00	Repairs and maintenance	250	1,596	3,500	250		
100-2650-522320.00	Rental of equipment and	3,499	11,920	5,000	2,381	6,000	5,000
100-2650-523100.00	Insurance, other than emp	0	7,870	14,014	10,510	16,455	16,455
100-2650-523200.00	Communications	39,145	34,321	15,000	26,080	45,000	30,000
100-2650-523300.00	Advertising	0		500	0	500	500
100-2650-523400.00	Printing and binding	2,867	514	2,000	0	2,000	2,000
100-2650-523500.00	Travel	14,824		12,000	1,588	14,000	12,000
100-2650-523600.00	Dues and fees	1,276	26	3,500	1,710	3,500	3,500
100-2650-523700.00	Education and training	1,270	4,827	10,000	550	12,000	10,000
100-2650-523850.00	Contract labor	244	949	3,000	306	5,500	5,500
100-2650-523900.00	Other	102	325				
100-2650-531000.00	Supplies	7,124	530		345	2,500	2,500
100-2650-531100.00	General supplies	0	3,212	6,000	2,397	6,000	6,000
100-2650-531210.00	Water/sewerage	1,432	1,135	2,500	440	1,000	1,000
100-2650-531220.00	Natural gas	1,466	2,055	2,000	1,493	2,500	2,500
100-2650-531230.00	Electricity	10,258	7,305	9,000	8,491	12,000	10,000
100-2650-531400.00	Books and periodicals	164		300	0	300	300
100-2650-531300.00	Food			500	199	600	600
	Operating Expense	**228,929**	**187,379**	**273,814**	**186,048**	**351,855**	**317,855**
	Total Municipal Court	**481,627**	**371,775**	**531,114**	**376,091**	**615,630**	**581,631**

Police Department							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
100-3200-511100.00	Regular employees	2,916,441	3,708,787	4,210,348	3,519,781	4,425,904	4,425,904
100-3200-511200.00	Temporary employees	18,938	0				
100-3200-511300.00	Overtime	207,981	252,170	178,071	209,301	200,000	200,000
100-3200-511400.00	Paid Time Off (PTO)	231,992	9,096				
100-3200-511500.00	Holiday Pay	129,107					
100-3200-512100.00	Group insurance	1,119,387	285,287	777,183	582,839	831,728	831,728
100-3200-512200.00	Social Security (FICA) cont	206,186	9,209	264,942	224,515	275,906	275,906
100-3200-512300.00	Medicare	63,527	286,379	62,050	52,508	64,856	64,856
100-3200-512400.00	Retirement contributions	152,494	101,687	397,608	187,110	370,123	370,123
100-3200-512700.00	Workers' compensation	148,818	137,443	100,340	75,255	99,340	99,340
	Personnel Services	**5,194,922**	**4,790,058**	**5,990,542**	**4,851,308**	**6,267,856**	**6,267,856**
100-3200-521200.01	Pre-Employment Screenings	3,175		0		0	0
100-3200-521200.02	Veterinary services	8,896		0		0	0
100-3200-521200.03	Inmate Medical Inhouse					0	0
100-3200-521200.00	Professional Services	620	49,114	91,000	122,563	113,700	113,700
100-3200-521300.00	Technical Services		266,760	523,467	367,916	517,300	517,300
100-3200-522200.00	Repairs and maintenance	705	115,962	160,000	150,033	215,200	185,000
100-3200-522200.01	Building Repairs	10,371		0		0	0
100-3200-522200.02	Vehicle Repairs	145,800	6,074	0		0	0
100-3200-522200.03	Video Camera Repairs			0		0	0
100-3200-522200.04	Laser Services	737		0		0	0
100-3200-522200.05	Riteweight	440		0		0	0
100-3200-522200.07	Radio Repairs	130		0		0	0
100-3200-522200.08	Vehicle Accident Repairs	17,593	-438	0	-3,645	0	0
100-3200-522200.16	Generator Maint Contract	1,058		0		0	0
100-3200-522200.18	Mobile Communications Ag	2,811		0		0	0
100-3200-522200.19	Annual Extinguisher Inspect	0		0		0	0
100-3200-522200.20	Annual Wet System Inspecti	0		0		0	0
100-3200-522200.21	Annual Maint Ncic Desktop	975		0		0	0
100-3200-522200.24	Powerdms Annual Contract	3,584		0		0	0
100-3200-522200.25	K9 Software Annual Agree	45		0		0	0
100-3200-522200.27	Guardian Tracking Annual	3,341		0		0	0
100-3200-522200.29	ID Card Printer Annual Mai	175		0		0	0
100-3200-522200.31	Annual Backflow Inspection			0		0	0
100-3200-522200.32	Ewi Maint Contract	2,890		0		0	0
100-3200-522200.33	Digital Annual Maint Contract			0		0	0
100-3200-522200.34	Leadsonline Annual Agreem	3,047		0		0	0
100-3200-522200.36	UFED Touch Annual Softw	0		0		0	0
100-3200-522200.37	Tyler RMS Annual Maint	74,160		0		0	0

100-3200-522200.38	Eagle-Live Fingerprint Scar	5,723		0		0	0
100-3200-522200.40	IBM MaaS360 Annual Maintenance			0		0	0
100-3200-522200.42	LPR - Vigilant Solutions	5,800		0		0	0
100-3200-522200.43	PowerDetails	3,072		0		0	0
100-3200-522200.44	Eventide/Motorola			0		0	0
100-3200-522200.46	Misc equipment repairs	300		0		0	0
100-3200-522200.47	Quality recording systems			0		0	0
100-3200-522200.48	AceWatchDog server sevice	0		0		0	0
100-3200-522200.49	Gold Shield Technologies	720		0		0	0
100-3200-522200.50	Autosist	1,944		0		0	0
100-3200-522200.51	Applied Intelligent Systems	8,382		0		0	0
100-3200-522200.52	Magoo & Associates - Kani	420		0		0	0
100-3200-522200.53	Axon - Interview room syste	2,379		0		0	0
100-3200-522200.54	Axon - Body Camera annual	58,740		0		0	0
100-3200-522200.55	Organizational Chart Program			0		0	0
100-3200-522200.56	Presentation Program			0		0	0
100-3200-522200.57	SpeedAlert Sign Manageme	1,500		0		0	0
100-3200-522310.01	Rental of building-OCDETI	167,677	500,035	500,000	429,019	500,000	500,000
100-3200-522320.01	Water Filtration Centers	1,220		0		0	0
100-3200-522320.02	Misc Rental Equip	6,005	0	0		6,200	6,200
100-3200-522320.03	Copy Machines	262		0		0	0
100-3200-522320.04	Postage Machine Rental		437	0	262	0	0
100-3200-523100.00	Insurance, other than employee benefits		174,132	206,701	155,275	242,714	242,714
100-3200-523100.01	Building Liability Insurance			0		0	0
100-3200-523200.00	Communications		123,661	137,000	95,021	149,100	149,100
100-3200-523100.02	Insurance Deduct & Outside Inmate Med			0		0	0
100-3200-523200.01	Cell Phones/Aircards	45,966		0		0	0
100-3200-523200.02	Lexisnexis Annual Charge		168	0		0	0
100-3200-523200.04	Postage	1,376	57	0		0	0
100-3200-523200.05	Language Line	6,453		0		0	0
100-3200-523200.06	Ga Technology Authority	5,604		0		0	0
100-3200-523200.07	Gbi User Fees	629		0		0	0
100-3200-523200.08	Domain Renewal	300		0		0	0
100-3200-523200.09	Comcast Fax Lines	2,685		0		0	0
100-3200-523200.10	Comcast Ethernet/Dedicate	29,618		0		0	0
100-3200-523200.11	Comcast Phone Lines	12,355		0		0	0
100-3200-523200.12	At&T Non Emergency Disp	11,961		0		0	0
100-3200-523200.13	Thomson Reuters Clear	6,028		0		0	0
100-3200-523200.14	Logmein			0		0	0
100-3200-523200.15	Dekalb Co - EWI Link			0		0	0
100-3200-523200.17	Dropbox	0		0		0	0
100-3200-523200.18	Online Reporting Program	6,435		0		0	0
100-3200-523200.19	Background Investigation P	160		0		0	0
100-3200-523200.20	Video Communications			0		0	0
100-3200-523200.21	Evernote	70		0		0	0

100-3200-522320.00	Rental of equipment and vehicles		4,580	5,200	1,273	0	0
100-3200-523400.00	Printing and binding	1,378	837	3,600	1,163	3,600	3,600
100-3200-523400.01	Printing	1,140	482	0		0	0
100-3200-523500.00	Lodging,Per Diem, Travel E	41,823	56,337	61,300	24,574	61,300	61,300
100-3200-523500.01	Travel	3,276	-256	0		0	0
100-3200-523600.00	Dues and Fees	351	3,586	6,400	3,297	7,800	7,800
100-3200-523600.01	Dekalb Chiefs Association	0		0		0	0
100-3200-523600.02	Fbi National Academy	390		0		0	0
100-3200-523600.03	IACP Annual Dues	570		0		0	0
100-3200-523600.04	Ga Assoc Of Chiefs Of Poli	375		0		0	0
100-3200-523600.05	LEEDA	100		0		0	0
100-3200-523600.06	North America Police Work	200		0		0	0
100-3200-523600.07	Ga Police Accreditation Co	125		0		0	0
100-3200-523600.08	Ga Assoc Of Chiefs Of Poli	500		0		0	0
100-3200-523600.09	Regional Organized Crime I	600		0		0	0
100-3200-523600.10	National Tactical Officers A	100		0		0	0
100-3200-523600.11	POST Fees	32		0		0	0
100-3200-523600.13	Misc Fees	166		0		0	0
100-3200-523600.14	Leadership Dekalb			0		0	0
100-3200-523600.15	International Assoc For Pro	65		0		0	0
100-3200-523600.16	Atlanta Metrolpol	300		0		0	0
100-3200-523600.17	ASIS International	0		0		0	0
100-3200-523600.19	NACVSA	200		0		0	0
100-3200-523600.20	Police Executive Research Forum			0		0	0
100-3200-523600.22	APCO	96		0		0	0
100-3200-523600.23	Georgia 911 Directors	50		0		0	0
100-3200-523600.24	Association of Federal Narcotics Agents			0		0	0
100-3200-523600.25	National Org of Black Law Enforcement Ex			0		0	0
100-3200-523600.26	FAA Testing Fees			0		0	0
100-3200-523700.00	Education & Training	1,203	43,343	42,000	30,940	45,000	45,000
100-3200-523700.01	Training	32,288	0		0	0	0
100-3200-523700.03	Gym memberships	6,445		0		0	0
100-3200-523850.01	Pest Control Services	1,434		0		0	0
100-3200-523900.01	Bb&T Transaction Fees	4,716	1,468	5,500	0	5,500	5,500
100-3200-531100.00	General supplies and materi	-4,985	144,094	185,000	86,540	175,600	175,600
100-3200-531210.00	Water/sewerage				101	500	500
100-3200-531100.00-8080	General supplies and materi	0				0	0
100-3200-531100.01	Office/Breakroom Supplies	9,768		0		0	0
100-3200-531100.02	General Supplies	10,726		0		0	0
100-3200-531100.03	Crime Prevention Supplies	13,914	18	0		0	0
100-3200-531100.05	Building Repair&Cleaning	2,964		0		0	0
100-3200-531100.06	Computer Hardware & Acc	5,775		0		0	0

100-3200-531100.07	Ammo & Targets	6,470		0		0	0
100-3200-531100.08	Intox Supplies	0		0		0	0
100-3200-531100.09	K9 Supplies	2,468		0		0	0
100-3200-531100.10	Vehicle Tags/Titles	654	-128	0		0	0
100-3200-531100.11	Id Card/Permit Supplies	871		0		0	0
100-3200-531100.12	Gloves&1St Aid	4,251		0		0	0
100-3200-531100.14	Uniforms Enforcement,Cid,	63,457		0		0	0
100-3200-531100.15	Auto Parts	813		0		0	0
100-3200-531100.17	Laser Supplies			0		0	0
100-3200-531100.18	Taser Supplies	1,091		0		0	0
100-3200-531100.19	Video Camera Supplies	245		0		0	0
100-3200-531100.20	Radio Parts	1,313		0		0	0
100-3200-531100.21	Uniforms Radio,Jail,Record	2,835	1,666	0		0	0
100-3200-531100.22	SIS Evidence/Information p	2,000		0		0	0
100-3200-531210.01	Water/Sewerage	462	0	1,200	0	0	0
100-3200-531220.01	Gas South #9045	7,353	6,762	11,000	4,905	11,000	11,000
100-3200-531230.00	Electricity	3,882				53,000	53,000
100-3200-531230.01	Georgia Power	37,992	43,924	43,000	37,059	0	0
100-3200-531270.00	Gasoline	56	254,617		155,302	320,800	320,800
100-3200-531270.01	Gasoline	254,845	0	320,800	0	0	0
100-3200-531300.00	Food	1,136	1,655	3,000	2,208	3,500	3,500
100-3200-531300.01	Inmate Meals	0		0		0	0
100-3200-531300.02	Food For Details	525	379	0		0	0
100-3200-531600.00	Small equipment	11,770		29,580	0	15,168	15,168
	Operating Expense	**1,214,913**	**1,799,326**	**2,377,748**	**1,663,806**	**2,446,982**	**2,416,782**
100-3200-542200.00	Vehicles	161,168					
100-3200-542500.00	Other Equipment	72,312					
100-3200-581200.01	Capital Lease-Principal	314,177					
100-3200-582200.01	Capital Lease-Interest	6,629					
	Capital Expense	**554,286**	**0**	**0**	**0**	**0**	**0**
	Total Police Department	**6,964,120**	**6,589,384**	**8,368,289**	**6,515,114**	**8,714,838**	**8,684,638**

E-911							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
100-3800-511100.00	Regular employees			528,117	261,132	545,294	545,294
100-3800-511300.00	Overtime			51,552	62,611	58,109	58,109
100-3800-512100.00	Group insurance	13,526	11,233	134,739	101,099	144,614	144,614
100-3800-512200.00	Social Security (FICA)			34,243	19,708	36,908	36,908
100-3800-512300.00	Medicare			8,158	4,609	8,632	8,632
100-3800-512400.00	Retirement contributions			50,171	23,610	51,791	51,791
100-3800-512700.00	Workers' compensation			17,007	12,755	17,007	17,007
	Personnel Services	**13,526**	**11,233**	**823,986**	**485,525**	**862,354**	**862,354**
100-3800-523100.00	Insurance, other than employee benefits			35,034	26,276	41,138	41,138
100-3800-523200.00	Communications				0	0	
100-3800-522200.00	Repairs and maintenan	992				0	
	Total E-911	**13,526**	**11,233**	**859,020**	**511,800**	**903,492**	**903,492**

Public Works							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
100-4100-511100.00	Regular employees	450,913	787,570	972,779	697,525	945,157	945,157
100-4100-511200.00	Temporary employees	6,818					
100-4100-511300.00	Overtime	5,031	5,148	5,000	3,745		
100-4100-511400.00	Paid Time Off (PTO)	23,147	1,298			5,000	5,000
100-4100-511500.00	Holiday Pay	15,053					
100-4100-512100.00	Group insurance	225,679	801,513	255,766	191,822	273,325	273,325
100-4100-512200.00	Social Security (FICA) cont	31,682	1,415	61,312	42,201	59,100	59,100
100-4100-512300.00	Medicare	13,479	57,485	14,605	9,870	14,205	14,205
100-4100-512400.00	Retirement contributions	21,853	20,776	92,414	43,489	78,229	78,229
100-4100-512700.00	Workers' compensation	7,727	36,667	32,313	24,235	32,313	32,313
100-4100-512905.00	Wellness Incentives	50	100				
	Personnel Services	**801,431**	**1,711,971**	**1,434,189**	**1,012,887**	**1,407,328**	**1,407,328**
100-4100-521200.00	Professional	341,918	113,827	300,000	26,084	300,000	180,000
100-4100-521300.00	Technical	10,419	8,551	25,000	20,108	25,000	25,000
100-4100-522110.00	Disposal (e.g., garbage picku	5					
100-4100-522200.00	Repairs and maintenance	70,591	85,263	85,400	33,566	85,000	85,000
100-4100-522200.02	Vehicle Repairs	26,433	31,868	25,000	19,173	25,000	25,000
100-4100-522320.00	Rental of equipment and veh	3,143	4,264	4,500	11,009	5,000	5,000
100-4100-523100.00	Insurance, other than employ	0	8,282	66,565	49,923	78,162	78,162
100-4100-523200.00	Communications	15,605	12,395	8,000	17,649	20,000	20,000
100-4100-523300.00	Advertising	0	0	200	0	200	200
100-4100-523500.00	Travel	2,588	6,454	5,500	1,963	5,500	5,500
100-4100-523600.00	Dues and fees	811	599	1,000	0	1,000	1,000
100-4100-523700.00	Education and training	1,574	9,259	13,000	3,190	13,000	10,000
100-4100-523850.00	Contract labor	4,724	5,249	10,000	954	10,000	10,000
100-4100-531100.00	General supplies and materia	49,953	111,785	50,000	60,682	60,000	60,000
100-4100-531100.8080	General supplies and materia	0					
100-4100-531210.00	Water/sewerage	1,477	842	8,500	6,567	8,500	8,500
100-4100-531220.00	Natural gas	10,623	10,256	12,000	7,374	12,000	12,000
100-4100-531230.00	Electricity	11,420	22,194	14,000	22,446	25,000	25,000
100-4100-531270.00	Gasoline	31,544	40,894	30,000	31,723	35,000	35,000
100-4100-531300.00	Food				56	100	100
100-4100-531590.00	Other	8,566	739	15,000	2,438	15,000	15,000
100-4100-531600.00	Small equipment	13,474	43,124	10,000	10,669	10,000	10,000
100-4100-531700.00	Other supplies	4,667	6,554	7,001	8,014	9,000	9,000
	Operaring Expense	**609,533**	**522,400**	**690,666**	**333,587**	**742,462**	**619,462**
100-4100-581200.00	Capital Lease Principal			30,691	0		
100-4100-5822200.00	Capital Lease Interest			7,384			
100-4100-542100.00	Machinery		141,609				
100-4100-542500.00	Other Equipment	181,919		45,000	39,436	80,000	
	Capital	**181,919**	**141,609**	**83,075**	**39,436**	**80,000**	**0**
	Total Public Works	**1,592,884**	**2,375,980**	**2,207,930**	**1,385,909**	**2,229,790**	**2,026,790**

Street Lights							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
100-4260-531230.00	Electricity	197,839	240,115	240,000	198,953	270,000	270,000
	Total	**197,839**	**240,115**	**240,000**	**198,953**	**270,000**	**270,000**
	Total Street	**197,839**	**240,115**	**240,000**	**198,953**	**270,000**	**270,000**

Recreation							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
100-6100-511100.00	Regular employees	178,872	308,482	322,496	280,454	360,710	360,710
100-6100-511200.00	Temporary employees	61,087	39				
100-6100-511300.00	Overtime	515	1,315	2,500	614	1,000	1,001
100-6100-511400.00	Paid Time Off (PTO)	5,549					
100-6100-511500.00	Holiday Pay	1,805					
100-6100-512100.00	Group insurance	58,028	54,730	54,326	40,747	57,893	57,893
100-6100-512200.00	Social Security (FICA)	15,819	658	20,495	17,231	22,364	22,364
100-6100-512300.00	Medicare	3,589	22,588	4,976	4,030	5,230	5,230
100-6100-512400.00	Retirement contributions	14,814	11,479	25,340	11,925	21,248	21,248
100-6100-512700.00	Workers' compensation	19,564	18,333	13,605	10,204	15,306	15,306
100-6100-512905.00	Wellness Incentives	125					
	Personnel Services	**359,767**	**417,623**	**443,737**	**365,204**	**483,752**	**483,753**
100-6100-521200.00	Professional	13,456	14,866	15,000	35,910	25,000	25,000
100-6100-521300.00	Technical	0	6,788	15,000	390	17,000	15,000
100-6100-522200.00	Repairs and maintenance	96,191	-1,525	14,000	60	11,000	14,000
100-6100-522320.00	Rental of equipment and veh	2,412	3,076	2,600	539	2,600	2,600
100-6100-523100.00	Insurance, other than employ	0	23,611	28,027	21,020	28,000	
100-6100-523200.00	Communications	13,617	8,473	3,000	7,964	12,000	12,000
100-6100-523300.00	Advertising	0	0	2,000	0	14,000	5,000
100-6100-523400.00	Printing and binding	636	180	8,000	2,359	2,000	2,000
100-6100-523500.00	Travel	1,693	2,405	8,000	7,167	17,000	12,000
100-6100-523600.00	Dues and fees	873	664	2,000	1,224	4,000	4,000
100-6100-523700.00	Education and training	2,599	5,452	6,500	5,900	12,000	12,000
100-6100-523850.00	Contract labor	1,931	2,513		1,075	2,000	2,000
100-6100-531100.00	General supplies and materia	13,345	10,708	16,000	7,420	16,000	16,000
100-6100-531210.00	Water/sewerage	16,456	24,153	17,000	9,370	10,000	10,000
100-6100-531220.00	Natural gas	6,071	7,091	6,300	5,615	6,300	6,300
100-6100-531230.00	Electricity	28,186	38,573	30,000	26,138	30,000	30,000
100-6100-531270.00	Gasoline	1,248	1,392	2,000	491	2,000	2,000
100-6100-531500.00	Supplies/inventory purchase	350				17,000	
100-6100-531700.00	Other supplies	5,642				100,000	
100-6100-541200.00	Site improvements	1,904				5,000	5,000
100-6100-531300.00	Food				674		
	Operating Expense	**206,610**	**148,420**	**175,427**	**133,316**	**332,900**	**174,900**
	Total Recrearion	**566,377**	**566,043**	**619,165**	**498,520**	**816,652**	**658,653**

Recreation Programs							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Reques	2025 Budget
100-6120-512100.00	Group insurance	16,504	29,285				
100-6120-511200.00	Temporary employees	1,019	1,805	85,493	50,611	91,872	91,872
100-6120-512200.00	Social Security (FICA)	238	14	5,301	3,138	5,696	5,696
100-6120-512300.00	Medicare		124	1,240	734	1,332	1,332
100-6120-512700.00	Workers' compensation		20,000	20,408	15,306	22,109	22,109
	Personnel Services	**17,761**	**31,228**	**112,441**	**54,483**	**121,009**	**121,009**
100-6120-521200.00	Professional	42,771	47,754	57,000	62,578	68,000	60,000
100-6120-521201.00	SP Events-Services:Rec P	5,877	6,218	10,000	9,958	10,000	10,000
100-6120-521300.00	Technical:Rec Prgms	720			628	0	
100-6120-522200.00	Repairs and maintenance	2,367		5,000	0	0	
100-6120-522320.00	Rental of equipment	912		8,000	22,039	20,000	20,000
100-6120-523200.00	Communications	3,324	4,940	2,500	2,615	0	
100-6120-523100.00	Insurance, other tha:Rec Prgms		23,611	42,041	31,531	40,000	53,479
100-6120-523300.00	Advertising:Rec Prgms			2,000	0	0	
100-6120-523400.00	Printing and binding		5,512	5,000	0	0	
100-6120-523500.00	Travel:Rec Prgms			2,000	0	0	
100-6120-523600.00	Dues and fees			1,500	0	3,000	1,500
100-6120-523900.00	Other	985				0	
100-6120-531100.00	General supplies and:Rec	13,276	16,659	15,000	12,797	15,000	15,000
100-6120-531210.00	Water/sewerage	10,478	13,964	15,000	13,181	15,000	15,000
100-6120-531230.00	Electricity	4,855	1,917	5,000	3,423	5,000	5,000
100-6120-531600.00	Small equipment					10,000	
100-6120-531700.00	Other supplies:Rec Prgms					0	
100-6200-541200.00	Site improvements	419				25,000	25,000
	Operating Expense	**85,985**	**120,574**	**170,041**	**158,749**	**211,000**	**204,979**
	Total Recreation Program	**103,746**	**151,802**	**282,482**	**213,232**	**332,009**	**325,988**

Parks							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	Request	2025 Budget
100-6200-522140.00	Lawn care	3,702	1,320	5,000	8,470	26,000	13,000
100-6200-522200.00	Repairs and maint	48,750	27,689	20,000	16,628	33,000	25,000
100-6200-531100.00	General suppliesa	12,818	1,000	4,000	4,923	13,000	13,000
100-6200-531210.00	Water/sewerage	1,002	3,640	2,500	225	1,500	1,500
100-6200-531230.00	Electricity	16,336	232	8,000	6,361	8,000	8,000
100-6200-531600.00	Small equipment	1,148	5,432	5,000	0	10,000	10,000
100-6200-541200.00	Site improvements	419				31,000	31,000
Operaring Expense		**84,175**	**39,313**	**44,500**	**36,606**	**122,500**	**101,500**
Total Parks		**84,175**	**39,313**	**44,500**	**36,606**	**122,500**	**101,500**

Tourism							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
100-7540-521200.00	Professional	37,797	19,410	40,000	8,270	42,000	42,000
100-7540-521201.00	Special Events - S	29,697	24,333	25,000	19,951	27,000	25,000
100-7540-531100.00	General supplies a	12,612	2,330	8,000	10,993	90,000	10,000
Operating expense		**80,106**	**46,073**	**73,000**	**39,214**	**159,000**	**77,000**
Total Tourism		**80,106**	**46,073**	**73,000**	**39,214**	**159,000**	**77,000**

Library							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Approved
100-6510-511100.00	Regular employees	188,845	143,770	171,295	141,129	174,723	174,723
100-6510-511200.00	Temporary employees	13,068					
100-6510-511300.00	Overtime	1,054	681		303	500	500
100-6510-511400.00	Paid Time Off (PTO)	10,162	162				
100-6510-511500.00	Holiday Pay	5,399	281				
100-6510-512100.00	Group insurance	59,307	3,972	40,393	30,295	43,230	43,230
100-6510-512200.00	Social Security (FICA) co	13,451	975	10,620	8,505	10,833	10,833
100-6510-512300.00	Medicare	13,773	9,841	2,484	2,056	2,533	2,533
100-6510-512400.00	Retirement contributions	10,765	8,289	16,273	7,658	15,201	15,201
100-6510-512700.00	Workers' compensation	1,720	6,667	6,803	5,102	6,803	6,803
	Personnel Services	**317,544**	**174,637**	**247,868**	**195,048**	**253,822**	**253,822**
100-6510-522140.00	Lawn care		162	200	0	0	0
100-6510-521200.00	Professional	61			1,385	2,000	2,000
100-6510-522200.00	Repairs and maintenance	147	100	2,500	200	2,500	2,500
100-6510-522320.00	Rental of equipment and v	4,918	0			1,000	1,000
100-6510-523100.00	Insurance, other than empl	0	7,870	14,014	10,510	16,455	16,455
100-6510-523200.00	Communications	4,400	2,882		2,203	3,000	3,000
100-6510-523400.00	Printing and binding	0		250	0		
100-6510-523500.00	Travel	148		1,500	0		
100-6510-523600.00	Dues and fees	0					
100-6510-523700.00	Education and training	0		2,000	0		
100-6510-523800.00	Licenses	0					
100-6510-523850.00	Contract labor	1,124	1,247	3,800	656	3,800	3,800
100-6510-531100.00	General supplies and mate	6,808	2,722	4,500	2,222	12,000	12,000
100-6510-531210.00	Water/sewerage	1,287	470	4,500	455	2,000	2,000
100-6510-531220.00	Natural gas	3,556	2,884	3,500	2,503	3,500	3,500
100-6510-531230.00	Electricity	12,167	7,068	11,000	8,359	11,000	11,000
100-6510-531400.00	Books and periodicals	0		300	0		
100-6510-531600.00	Small equipment	0		500	0		
	Operating Expense	**34,615**	**25,406**	**48,564**	**28,494**	**57,255**	**57,255**
	Total Library Administration	**352,159**	**200,043**	**296,431**	**223,541**	**311,078**	**311,078**

Planning and Zoning							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
100-7410-511100.00	Regular employees	233,282	316,607	371,502	288,552	299,229	299,229
100-7410-511300.00	Overtime	299	417	3,500	171	500	500
100-7410-512100.00	Group insurance	48,837	55,766	68,202	51,152	58,135	58,135
100-7410-512200.00	Social Security (FICA) contri	15,476	861	23,533	17,426	18,552	18,552
100-7410-512300.00	Medicare	7,038	22,779	5,687	4,075	4,339	4,339
100-7410-512400.00	Retirement contributions	20,639	16,372	35,293	3,050	24,033	26,033
100-7410-512600.00	Unemployment insurance	0	1,825	0			
100-7410-512700.00	Workers' compensation	1,063	9,167	8,503	6,378	6,803	6,803
	Personnel Services	**326,633**	**423,794**	**516,220**	**370,803**	**411,590**	**413,590**
100-7410-521200.00	Professional	706,759	713,599	625,000	487,568	800,000	725,000
100-7410-521000.00-7525	Purchased professional and technical ser				4,825		
100-7410-521300.00	Technical	18,386	4,695	25,000	7,367	16,000	16,000
100-7410-522200.00	Repairs and maintenance	4,165	4,295	5,600	0	5,000	
100-7410-523100.00	Insurance, other than employee	0	14,757	17,517	13,138	16,455	16,455
100-7410-523200.00	Communications	1,109	1,091	1,200	1,219	1,500	1,500
100-7410-523300.00	Advertising	689	1,007	2,000	255	1,500	1,500
100-7410-523400.00	Printing and binding	845	277	500	1,514	1,000	1,000
100-7410-523500.00	Travel	1,382	3,385	5,000	2,733	6,000	6,000
100-7410-523600.00	Dues and fees	839	3,675	5,000	1,940	3,500	3,500
100-7410-523700.00	Education and training	1,343	3,289	9,200	6,749	14,000	12,000
100-7410-523800.00	Licenses	0			840	0	0
100-7410-523900.00	Other	1,131	316	2,000	0	1,000	1,000
100-7410-531100.00	General supplies and materials	4,074	5,279	25,200	472	10,000	5,000
100-7410-531270.00	Gasoline	281	317	300	96	200	200
100-7410-531400.00	Books and periodicals	0	0	650	0	400	400
100-7410-531600.00	Small equipment	0	530	2,000	0	1,000	1,000
100-7410-531300.00	Food	0	1,884	1,000	438	1,000	1,000
	Operating Expense	**741,001**	**758,396**	**727,167**	**529,155**	**878,555**	**791,555**
	Total Planning and Zoning	**1,067,634**	**1,182,189**	**1,243,387**	**899,958**	**1,290,146**	**1,205,146**

Code Enforcement							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
100-7450-511100.00	Regular employees	98,377	168,643	274,806	207,446	275,448	275,448
100-7450-511300.00	Overtime	44	123	500	222	1,000	1,000
100-7450-511400.00	Paid Time Off (PTO)	923	240				
100-7450-511500.00	Holiday Pay	1,385	185				
100-7450-512100.00	Group insurance	36,023	64,321	54,415	40,791	58,135	58,135
100-7450-512200.00	Social Security (FICA)	6,345	1,159	17,038	12,698	17,078	17,078
100-7450-512300.00	Medicare	1,751	11,510	3,985	2,970	3,994	3,994
100-7450-512400.00	Retirement contribution	8,348	12,112	26,107	12,285	23,964	23,964
100-7450-512700.00	Workers' compensation		8,333	6,803	5,102	6,803	6,803
	Personnel Services	**153,194**	**266,626**	**383,653**	**281,515**	**386,422**	**386,422**
100-7450-521200.00	Professional	226,764	7,629	5,000	0		
100-7450-521300.00	Technical	1,098		2,000	16	2,000	2,000
100-7450-522200.00	Repairs and maintenanc	3,136	5,311	8,000	2,900	7,000	7,000
100-7450-523100.00	Insurance, other than em	409	7,870	14,014	10,510	16,455	16,455
100-7450-523200.00	Communications	1,452	2,051	5,500	2,322	4,500	4,500
100-7450-523400.00	Printing and binding	186	190	2,000	1,660	3,000	3,000
100-7450-523500.00	Travel	1,100	1,159	4,000	1,746	6,000	6,000
100-7450-523600.00	Dues and fees	2,047	331	500	408	1,000	1,000
100-7450-523700.00	Education and training	4,311	1,560	4,500	1,560	6,000	6,000
100-7450-531100.00	General supplies and ma	758	2,744	4,500	2,699	4,500	4,500
100-7450-531270.00	Gasoline		2,997	8,000	2,421	7,000	7,000
100-7450-531300.00	Food		347	500	533	750	750
100-7450-531700.00	Other supplies		292	1,500	974	2,000	2,000
100-7450-542200.00	Vehicles	79,970	147			30,000	
	Operating Expense	**321,231**	**32,628**	**60,014**	**27,749**	**90,205**	**60,205**
	Total Code Enforcement	**474,425**	**299,254**	**443,667**	**309,264**	**476,627**	**446,627**

Non Operating							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
100-0000-531100.00	General supplies and	0					
100-1000-521200.00	Professional	26,426					
100-1000-581000.00	Principal	15,691					
100-1000-582000.00	Interest	13,322					
100-9000-579000.00	Contingencies						
100-9000-572000.00	CID Passthrough		3,324,714	116,052	29,013	763,052	763,052
100-9000-611215.00	Transfers to E911:Other F	308,629	406,168	0			
100-9000-611250.00	Transfers to Grants Fund:Other Fin						
100-9000-611350.00	Transfers to Capital Projects		383,553	295,000	24,583	1,250,000	1,250,000
100-9000-611540.00	Transfer to Sanitation					115,000	110,500
100-9000-611940.00	Transfers to URA			0			
100-9000-512400.00	Pension			1,100,000		1,322,876	1,322,876
	Non Operating	**364,069**	**4,114,435**	**1,511,052**	**53,596**	**3,450,928**	**3,446,428**
	Total Non-Operating	**364,069**	**4,114,435**	**1,511,052**	**53,596**	**3,450,928**	**3,446,428**
	Total Budget	**15,032,446**	**19,307,239**	**19,477,173**	**12,939,686**	**22,302,877**	**22,566,153**

Special Revenue Funds

Confiscated Assets							
Revenue							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
210-2101-351320.00	Cash confiscation: State		2,695	4,709	0		
210-2101-351360.00	Proceeds from sale o:State		6,439	0	6,500		
210-2102-351320.00	Cash confiscation: Federal	127,175	68,401	97,417	95,993	210,830	210,830
210-2102-351360.00	Proceeds from sale o:Federal		23,275	0			
210-2102-383000.00	Reimbursement for damaged pro	459		0			
210-2104-351320.00	Cash confiscation: State NRR		64,367	16,987	0		
210-2104-351360.00	Proceeds from sale of conf prop-State		222	0			
		127,634	165,399	119,113	102,493	210,830	210,830
	Total Revenue	**127,634**	**165,399**	**119,113**	**102,493**	**210,830**	**210,830**
Expenses							
GL Number	Description	2022 Actual	Balance May	Approved	June 2024	2025 Request	Approved
210-2101-521200.00	Professional			0		0	0
210-2101-523200.00	Communications			0		0	0
210-2101-523300.00	Advertising			0		0	0
210-2101-523400.00	Printing and binding			0		0	0
210-2101-523500.00	Travel	3,136	6,593	2,409	0	0	0
210-2101-523600.00	Dues and fees	610		0		0	0
210-2101-523700.00	Education and training		464	0		0	0
210-2101-531100.00	General supplies and materials			2,300	0	4,709	4,709
210-2101-531150.00	Community Program Supplies (CA)			0		0	0
210-2101-542200.00	Vehicles			0		0	0
210-2102-521200.00	Professional	15,680	0	10,000	9,750	15,000	15,000
210-2102-522200.00	Repairs and maintenance	19,521	13,868			0	0
210-2102-522320.00	Rental of equipment and vehicles			0		0	0
210-2102-521300.00	Technical				3,360	0	0
210-2102-523200.00	Communications	6,581	0	0	179	1,000	1,000
210-2102-523500.00	Travel	29,691	12,133	15,000	5,336	24,000	24,000
210-2102-523600.00	Dues and fees		650	0		1,000	1,000
210-2102-523700.00	Education and training	4,276	240	10,000	0	12,000	12,000
210-2102-531100.00	General supplies and materials	23,293	27,192	17,417	23,411	14,514	14,514
210-2102-531600.00	Small equipment	15,095	3,827	20,000	17,539	40,000	40,000

210-2102-531601.00	Sm Equip-Weapons:Federal	4,359	52,607	10,000	3,882	0	0
210-2102-531602.00	Sm Equip-Surveillanc:Federal	246	0	10,000	3,021	0	0
210-2102-531603.00	Sm Equip-Computers:Federal		1,192	5,000	0	0	0
210-2102-531750.00	Buy Money:Federal	7,500		0		10,000	10,000
210-2102-542200.00	Vehicles	72,224	45,465	0		70,000	70,000
210-2102-542300.00	Furniture and fixtures	1,225	2,985	0	5,573	0	0
210-2102-542400.00	Computers	8,295		0		0	0
210-2102-542500.00	Other Equipment			0		0	0
210-2103-521200.00	Professional			0		0	0
210-2104-521200.00	Professional			5,000	5,100	8,000	8,000
210-2104-523300.00	Advertising			0		0	0
210-2104-523600.00	Dues and fees		921	0		0	0
210-2104-523700.00	Education and training			3,000	0	3,000	3,000
210-2104-531100.00	General supplies and materials			8,987	0	7,607	7,607
210-2104-542200.00	Vehicles		47,785			0	0
	Expense	**211,733**	**215,923**	**119,113**	**77,150**	**210,830**	**210,830**
	Total Confiscated Assets	**211,733**	**215,923**	**119,113**	**77,150**	**210,830**	**210,830**

E-911							
Revenue							
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Budget**	**2024 June**	**2025 Request**	**2025 Budget**
215-3800-342500.00	E-911 charges	222,618	0				
215-3800-342510.00	E-911 Prepaid Cellular	44,365	0				
215-0000-391200.00	Operating Trnsfrs In		406167.53				
215-0000-342510.00	E-911 Prepaid Cellular						
215-9000-391200.00	Operating Trnsfrs In:Other Fi	308,629	0				
215-0000-342500.00	E-911 charges-Landlines		250,470	230,000	185,113	245,000	245,000
215-0000-342501.00	E-911 Charges-Wireless		43586.78	42,000	32,194	42,000	42,000
		575,612	700,224	272,000	217,307	287,000	287,000
	Total Revenue	**575,612**	**700,224**	**272,000**	**217,307**	**287,000**	**287,000**
Expenses							
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Budget**	**2024 June**	**2025 Request**	**2025 Budget**
215-3800-511100.00	Regular employees	312,147	344,861				
215-3800-511200.00	Part Time/ Temporary employ	1,425					
215-3800-511300.00	Overtime	66,543	90,687				
215-3800-511400.00	Paid Time Off (PTO)	30,161	1,583				
215-3800-511500.00	Holiday Pay	14,212					
215-3800-512100.00	Group insurance	42,197	146,946				
215-3800-512200.00	Social Security (FICA) contri	26,213	919				
215-3800-512300.00	Medicare	6,054	32,036				
215-3800-512400.00	Retirement contributions	16,655	-1,520				
215-3800-512700.00	Workers' compensation	0	22,917				
215-3800-512905.00	Wellness Incentives	0					
215-3800-611000.00	Operating transfers out -	fund			46,966		
	Personnel Services	**515,607**	**638,427**	**0**	**46,966**	**0**	**0**
215-3800-522320.00	Rental of equipment and vehicles						
215-3800-523100.00	Insurance, other than employee benefits		29,514				
215-3800-523200.00	Communications	15,405	14,530				
215-3800-391000.00	Transfer to GF			272,000		287,000	287,000
	Operating Expenses	**15,405**	**44,044**	**272,000**	**0**	**287,000**	**287,000**
	Total E-911	**531,013**	**682,471**	**272,000**	**46,966**	**287,000**	**287,000**

Tree Bank							
Revenue							
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Budget**	**2024 June**	**2025 Request**	**2025 Budget**
230-0000-322991.00	Tree Bank Receipts	46,880	206,650	25,000	22,500	25,000	25,000
230-0000-334000.00	State government grants	9,389	6,046				
230-0000-322991.00	Transfer from: General Fund			40,000		75,000	75,000
230-0000-351900.00	Other				0		
230-0000-361000.00	Interest revenues	4	5		17		
	Total Tree Fund Revenue	**56,274**	**212,702**	**65,000**	**22,517**	**100,000**	**100,000**
Expenses							
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Budget**	**2024 June**	**2025 Request**	**2025 Budget**
230-0000-521200.00	Professional		19,790	55,000	4,400	90,000	90,000
230-0000-531100.00	General supplies and mater	8,650	8,245	10,000	9,750	10,000	10,000
	Operating Expense	**8,650**	**28,035**	**65,000**	**14,150**	**100,000**	**100,000**
	Total Tree Fund Expense	**8,650**	**28,035**	**65,000**	**14,150**	**100,000**	**100,000**

American Rescue Plan							
Revenue							
GL Number	Description	2022 Budget	2023 Actual	2024 budget	2024 June	2025 Request	2025 Budget
231-0000-332100.00	American Rescue Plan(ARP)	1,916,662					
231-0000-389000.00	Fund Balance		0	1,114,746	0	629,000	629,000
		1,916,662	0	1,114,746	0	629,000	629,000
	Total Revenue	**1,916,662**	**0**	**1,114,746**	**0**	**629,000**	**629,000**
Expenses							
GL Number	Description	2022 Budget	2023 Actual	2024 budget	2024 Actual	2025 Request	2025 budget
231-1000-511100.00	Regular employees						
231-1000-512200.00	Social Security (FICA)						
231-1000-512300.00	Medicare						
	Personnel Services	**0**	**0**	**0**	**0**	**0**	**0**
231-1000-521200.00	Professional				5,740		
231-1000-521300.00	Technical						
231-1320-531100.00	General supplies and materials	26,340					
231-1320-573000.00	Payments to others	87,000					
	Operating Expenses	**113,340**	**0**	**0**	**5,740**	**0**	**0**
231-1000-541000.00	Property		35,518	799,746	396,961	500,000	500,000
231-1000-541300.00	Buildings	42,100					
231-1000-541400.00	Infrastructure		2,142				
231-4100-541400.00	Infrastructure		476,884	50,000	173,116		
231-6100-541400.00	Infrastructure		128,427	200,000	21,191		
231-7410-541400.00	Infrastructure		64,651	65,000	0		
231-3200-531600.00	Small equipment		250,000				
231-3800-521300.00	Infrastructure		129,090				
231-1000-542100.00	Machinery		0				
231-6200-541200.00	Site improvements				22,285	129,000	129,000
231-1000-542200.00	Vehicles		77,274				
	Capital Outlay	**42,100**	**1,163,987**	**1,114,746**	**613,553**	**629,000**	**629,000**
	Total ARPA	**155,440**	**1,163,987**	**1,114,746**	**619,293**	**629,000**	**629,000**

Multiple Grants							
Revenue							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	Request	2025 Budget
250-0000-331000.00-7521	Federal government grants-Brnsfld	-13,993					
250-0000-331000.00	CDBG Grant		116,499				
250-0000-331004.00-4101	State Grants-LMIG	114,947	906,310				
250-0000-334000.00	State government grant		371,551	600,000	8,500		
250-0000-334001.00	LMIG Grant Revenue		0	114,000	0	115,000	115,000
250-0000-389000.00	Miscellaneous	5,000	20,000				
250-0000-391200.00	Operating Trnsfrs In						
		105,954	1,414,360	714,000	8,500	115,000	115,000
	Total Revenue	**105,954**	**1,414,360**	**714,000**	**8,500**	**115,000**	**115,000**
Expenses							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
250-4100-541400.00-0033	Infrastructure-Sidewalks						
250-0000-531700.00	Other supplies		2,349				
250-3200-531100.00-3205	General supplies and materials		2,500				
250-4100-541400.00-0039	Infrastructure-New PTree Rd	15,840					
250-4100-541400.00-1115	Infrastructure						
250-4100-541400.00-4101	Infrastructure	48,061					
250-4100-541400.00	Infrastructure		0	114,000	0	115,000	115,000
250-3200-531600.00-3201	Small equipment	11,181	9,202		3551.01		
250-3200-531600.00-3206	Small equipment				131335		
250-7410-521200.00-7525	Professional		754		57664.5		
250-7410-521200.00-7523	Professional		6,433		93.15		
250-7410-522200.00-7411	Repairs and maintenance		96,045		99903.9		
250-7520-521200.00-7521	Professional-Brnsfld Assmts	18,674					
250-7520-521200.00-7522	Professional-Brnsfld RLF	57,870					
250-6200-541400.00	Infrastructure			600,000	10000		
	Expense	**311,576**	**117,283**	**714,000**	**302,548**	**115,000**	**115,000**
	Total Mulitple Grant	**311,576**	**117,283**	**714,000**	**302,548**	**115,000**	**115,000**

Hotel/Motel							
Revenue							
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Budget**	**2024 June**	**2025 Request**	**2025 Budget**
275-0000-314100.00	Hotel/motel	135,757	95,836	80,000	106,210	100,000	
		135,757	95,836	80,000	106,210	100,000	0
	Total Revenue	**135,757**	**95,836**	**80,000**	**106,210**	**100,000**	**0**
Expenses							
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Budget**	**2024 June**	**2025 Request**	**2025 Budget**
275-0000-572000.00	Payments to other agencies	36,850	0	30,000	32,760	37,500	37,500
275-0000-611000.00	Operating transfers-To GF	111,546	26,593	35,000	14,953	43,750	43,750
275-0000-523850.00	Contract Labor			15,000	0	18,750	18,750
	Capital Outlay	**148,397**	**26,593**	**80,000**	**47,712**	**100,000**	**100,000**
	Total Hotel/Motel	**148,397**	**26,593**	**80,000**	**47,712**	**100,000**	**100,000**

Motor Vehicle							
Revenue							
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Budget**	**2024 June**	**2025 Request**	**2025 Budget**
280-0000-314400.00	Rental Motor Vehicle Excise	59,162	45,447	48,000	36,152	50,000	50,000
		59,162	45,447	48,000	36,152	50,000	50,000
	Total Revenue	**59,162**	**45,447**	**48,000**	**36,152**	**50,000**	**50,000**
Expenses							
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Budget**	**2024 June**	**2025 Request**	**2025 Budget**
280-9000-611000.00	Operating transfers: Other	59,162	0	48,000	0	50,000	50,000
	Operating Expenses	**59,162**	**0**	**48,000**	**0**	**50,000**	**50,000**
	Total Motor Vehicle Fund	**59,162**	**0**	**48,000**	**0**	**50,000**	**50,000**

2017 SPLOST							
Revenue							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	2024 June	2025 Request	2025 Budget
320-0000-313200.00	SPLOST Tax						
320-0000-331004.00-4101	State Grants-LMIG						
320-0000-337100.00	Intergovernmental Splost		1,959,541	1,200,001	1,438,944		
320-0000-361000.00	Interest revenues		649		542		
320-0000-361000.01	Fund Balance			1,772,883		1,317,000	1,317,000
	Total		**1,960,190**	**2,972,884**	**1,439,485**	**1,317,000**	**1,317,000**
	Total Revenue		**1,960,190**	**2,972,884**	**1,439,485**	**1,317,000**	**1,317,000**
Expenses							
GL Number	Description	2022 Actual	2023 Actual	2024 Budget	June 2024	2025 Request	2025 Budget
320-4100-541300.00-3030	Buildings						
320-4100-541400.00-1001	Infrastructure				7,900		
320-4100-541400.00-1002	Infrastructure						
320-4100-541400.00-1003	Infrastructure						
320-4100-541400.00-1004	Infrastructure	675,607	192,780				
320-4100-541400.00-1005	Infrastructure						
320-4100-541400.00-1020	Infrastructure						
320-4100-541400.00-1021	Infrastructure	1,693,171	1,059,180		78,652		
320-4100-541400.00-1022	Infrastructure	5,316	103,012		16,160		
320-4100-541400.00-1023	Infrastructure	0					
320-4100-541400.00-1025	Infrastructure	100,688	62,423		15,354		
320-4100-541400.00-1100	Infrastructure						
320-4100-541400.00-1101	Infrastructure						
320-4100-541400.00-1115	Infrastructure	630,380	671,965		17,710		
320-4100-541400.00-1200	Infrastructure	65,022	6,000				
320-4100-541400.00-3010	Infrastructure	996	2,917				
320-4100-541400.00-3048	Infrastructure						
320-4100-541400.00-5000	Infrastructure	21,463	4,170	921,000	165	1,000,000	1,000,000
320-6200-541400.00-3035	Infrastructure	67,085	94,680	1,550,000	249,579	248,000	248,000
320-6200-541400.00-3045	Infrastructure		0				
320-6200-541400.00-3046	Infrastructure		0				
320-6200-541400.00-3047	Infrastructure		0				
320-6200-541400.00-3050	Infrastructure		6,174				
320-2650-541300.00-2025	Buildings						
320-3200-541300.00-2003	Buildings						
320-3200-542000.00	Machinery and equipment		0	23,650	23,643		

320-3200-542000.00-2001	Machinery and equipment						
320-3200-542200.01-2010	PD Vehicles		249,695	397,924	374,456	69,000	69,000
320-3200-542500.13-2002	Motorola Radio Equipment						
320-7410-521200.00	Professional		0	80,310	0		
	Expense	**3,259,729**	**2,452,995**	**2,972,884**	**783,619**	**1,317,000**	**1,317,000**
	Total SPLOST	**3,259,729**	**2,452,995**	**2,972,884**	**783,619**	**1,317,000**	**1,317,000**

SPLOST 2023							
Revenue							
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Budget**	**2024 June**	**2025 Request**	**2025 Budget**
321-0000-313200.00	SPLOST Tax				475,508	1,898,000	1,898,000
321-0000-361000.00	Interest revenues						
321-0000-361000.00	Fund Balance						
	Total		**0**	**0**	**475,508**	**1,898,000**	**1,898,000**
	Total Revenue		**0**	**0**	**475,508**	**1,898,000**	**1,898,000**
Expenses							
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Budget**	**2024 June**	**2025 Request**	**2025 Budget**
321-3200-542200.01-2010	PD Vehicles					367,120	367,120
321-7410-521200.00	Professional					597,800	597,800
321-6200-541400.00-3035	Infrastructure					635,000	635,000
321-9000-541400.00	Fund Balance					298,080	298,080
	Expense	**0**	**0**	**0**	**0**	**1,898,000**	**1,898,000**
	Total SPLOST	**0**	**0**	**0**	**0**	**1,898,000**	**1,898,000**

Capital Fund							
Revenue							
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Budget**	**2024 June**	**2025 Request**	**2025 Budget**
350-9000-391200.00	Operating Transfers In		383,553	295,000	24,583	1,250,000	1,250,000
350-9000-391200.00				650,000			
	Total	0	383,553	945,000	24,583	1,250,000	1,250,000
	Total Revenue	**0**	**383,553**	**945,000**	**24,583**	**1,250,000**	**1,250,000**
Expenses							
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Budget**	**2024 June**	**2025 Request**	**2025 Budget**
350-1535-542400.00-0009	Computers					71,754	71,754
350-1535-542400.00	Computer Upgrade		326,553				
350-1565-521200.00-0063	Professional/Architectural						
350-1565-541300.00-0003	Buildings						
350-1565-542500.00-0107	Move/Setup Generators						
350-4100-541400.00	Infrastructure						
350-4100-542200.00-0042	Vehicles		0			55,000	55,000
350-4100-541400.00-0045	Infrastructure						
350-4100-542500.00-0029	Field Maintenance Equipment		200,404		247,900	15,000	15,000
350-4100-541200.000.00	Site Improvements					125,000	125,000
350-2650-541300.00-0061	Roof Replacement for Court						
350-2650-542400.00-0091	Computers						
350-3200-542200.00-0036	Vehicles						
350-3200-531600.00	Equipment		57,000			43,152	43,152
350-6200-541400.00	Infrastructure						
350-6200-531600.00	Equipment			170,000	128,301		
350-2650-521200.00	Professional		0				
350-9000-541400.00	Infrastructure						
350-6200-542500.00-0024	Other Equipment						
350-1510-531600.00	Equipment			125,000	0		
350-4100-541400.00	Infrastructure			650,000	0		
350-7540-542000.00	Vehicles					25,000	25,000
350-6100-542000.00	Vehicles					50,000	50,000
350-6100-542000.00	Vehicles						
350-9000-542000.00	Fund Balance					865,094	865,094
	Operating Expenses	**0**	**583,957**	**945,000**	**376,201**	**1,250,000**	**1,250,000**
	Total Capital	**0**	**583,957**	**945,000**	**376,201**	**1,250,000**	**1,250,000**

Revenue Bond Capital Fund							
Revenue							
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Budget**	**2024 June**	**2025 Request**	**2025 Budget**
420-0000-311190.00	SSD Taxes		170,893	662,500	395,455	580,000	580,000
420-0000-319000.00	Penalties and interest on delinquent tax				382	4,930,000	4,930,000
		0	170,893	662,500	395,455	5,510,000	5,510,000
	Total Revenue	**0**	**170,893**	**662,500**	**395,455**	**5,510,000**	**5,510,000**
Expenses							
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Budget**	**2024 June**	**2025 Request**	**2025 Budget**
420-4100-581100.00	Bonds			662,500	0	580,000	580,000
420-4100-541400.00	Infrastructure				3,510	4,930,000	4,930,000
	Expense	**0**	**0**	**662,500**	**3,510**	**5,510,000**	**5,510,000**
	Total Mulitple Grant	**0**	**0**	**662,500**	**3,510**	**5,510,000**	**5,510,000**

Enterprise Funds

Stormwater						
Revenue						
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Request**	**2025 Approved**
505-0000-344260.00	Stormwater Utility Cu	885,000	790,284	1,001,711	1,300,000	1,300,000
505-0000-346000.00	Stormwater Utility-Pr	10,000	12,098	36,837	25,000	25,000
505-0000-361000.00	Interest revenues		62	45		
505-9000-391200.00	Operating Transfers I	5,459	0	0	675,000	675,000
		900,459	802,444	1,038,594	2,000,000	2,000,000
	Total Revenue	**900,459**	**802,444**	**1,038,594**	**2,000,000**	**2,000,000**
Expenses						
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Actual**	**2025 Request**	**2025 Approved**
505-4320-511100.00	Regular employees	138,374	71,565	126,623	260,280	260,280
505-4320-511300.00	Overtime	1,000	1,738	2,407	2,500	2,500
505-4320-511400.00	Paid Time Off (PTO)	4,000				
505-4320-511500.00	Holiday Pay	5,000				
505-4320-512100.00	Group insurance	35,826	59,326	40,365	72,018	72,018
505-4320-512200.00	Social Security (FIC	8,579	193	7,876	16,137	16,137
505-4320-512300.00	Medicare	2,006	5,288	1,842	3,774	3,774
505-4320-512400.00	Retirement contributi	15,560	-1,100	9,010	22,644	22,644
505-4320-512700.00	Workers' compensatio	5,896	9,167	5,102	8,503	8,503
	Personnel Services	**216,241**	**146,178**	**193,226**	**385,857**	**385,857**
505-4320-521200.00	Professional	110,000	76,573	92,816	100,000	100,000
505-4320-522200.00	Repairs and maintena	20	6,384	18,610	20,000	20,000
505-4320-522320.00	Rental of equipment a	1,000	315	0	1,000	1,000
505-4320-523100.00	Insurance, other than employee		11,806	10,510	20,569	20,569
505-4320-523200.00	Communications	2,300	1,157	834	1,200	1,200
505-4320-523400.00	Printing and binding	200	0	0	200	200

505-4320-523500.00	Travel	3,000	0	359	3,000	3,000
505-4320-523600.00	Dues and fees	2,000	300	300	1,000	1,000
505-4320-523700.00	Education and training	2,500	430	1,013	3,000	3,000
505-4320-531100.00	General supplies and	6,373	4,282	7,174	10,000	10,000
505-4320-531270.00	Gasoline	1,500	2,373	1,392	2,500	2,500
505-4320-531600.00	Small equipment	1,000	0	0	1,000	1,000
505-4320-531700.00	Other supplies	1,000	1,081	237	10,000	10,000
	Operating Expenses	**130,893**	**104,699**	**133,246**	**173,469**	**173,469**
505-4320-541400.00	Infrastructure	405,511	374,482	49,163	1,300,000	1,300,091
505-4320-542200.00	Vehicles	76,875	39,159			
505-4320-549999.00	Capital Contingency		0		100,000	100,000
505-4320-561000.00	Depreciation	100,000				
505-4320-581200.00	Capital lease		40,583	38,075		40,583
	Capital Outlay	**582,386**	**454,224**	**87,238**	**1,400,000**	**1,440,674**
	Total Stormwater	**929,520**	**705,101**	**413,709**	**1,959,326**	**2,000,000**

Solid Waste							
Revenue							
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Budget**	**2024 June**	**2025 Request**	**2025 Budget**
540-0000-344100.00	Sanitation-DeKalb	628,470	470,904	615,000	508,948	615,000	615,000
540-0000-344105.00	Sanitation-Doraville Accounts						
540-0000-344110.00	Bulk Waste Chgs						
	Transfer From General Fund					110,000	110,000
		628,470	470,904	615,000	508,948	725,000	725,000
	Total Revenue	**628,470**	**470,904**	**615,000**	**508,948**	**725,000**	**725,000**
Expenses							
GL Number	**Description**	**2022 Actual**	**2023 Actual**	**2024 Budget**	**2024 June**	**2025 Request**	**2025 Budget**
540-4500-522110.00	Disposal (e.g., garbagepickup	674,802	657,138	615,000	644,152	621,567	621,567
540-4500-522200.00	Repairs and maintenance						
540-4500-523100.00	Insurance, other thanemployee benefits						
540-4500-523200.00	Communications						
540-4500-523400.00	Printing and binding						
540-4500-531100.00	General supplies and materials						
540-4500-571000.00	Intergovernmental						
	Operating Expenses	**674,802**	**657,138**	**615,000**	**644,152**	**621,567**	**621,567**
100-4100-581200.00	Capital Lease Principal					70,695	70,695
100-4100-5822200.00	Capital Lease Interest					32,738	32,738
	Capital Expense					**0**	**103,433**	**103,433**
	Total Solid Waste	**674,802**	**657,138**	**615,000**	**644,152**	**725,000**	**725,000**

AGENDA ITEM NO. X.B

Agenda Item Memorandum

CITY COUNCIL AGENDA ITEM REPORT

ITEM TITLE: City of Doraville 2025 Renewal Summary
Presented by Delores Waithe, Human Resources Director

DATE: September 11, 2024

SUBMITTED BY: Shanta Bingham, Human Resources

ITEM TYPE: Discussion Item

AGENDA SECTION: NEW BUSINESS

SUGGESTED ACTION:

ATTACHMENTS:
Agenda Item Sheet HR91124.pdf
9-7-24 Doraville Renewal Summary FINAL.pdf

THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: City of Doraville 2025 Renewal Summary

DATE OF MEETING: September 11, 2024

BUDGET IMPACT: _____

BUDGET IMPACT AMOUNT:_____

FUNDING SOURCE:

☐ ANNUAL ☐ CAPITAL ☐ N/A

REGULAR MEETING ☐
WORK SESSION ☑
RECOMMENDATION ☐
POLICY/DISCUSSION ☐
REPORT ☐
OTHER ☐

DEPARTMENT: Human Resources REQUESTOR: Delores Waithe

COMMENTS AND RECOMMENDATIONS:
Present Benefit Renewal Summary for upcoming plan year 2025. The city currently contributes 90% to the cost of medical, for both plans and all levels of coverage. We have the following surcharges currently in place:

Tobacco surcharge: $50.00 per pay period
Spousal Surcharge: $35.00 per pay period

The recommendation is to approve the Contribution Strategy (EE on HMO 100%) plan option and increase the spousal and tobacco surcharge.

The Employer/Employee splits would remain the same for the PPO (90%/10%), and covers the Employee only cost, on the HMO at 100%. All other tiers of coverage on the HMO will remain 90%/10%.

Recommended surcharge increases:

Tobacco Surcharge: $75.00 per pay period
Spousal Surcharge: $50.00 per pay period

Recommendation to offer a premium holiday as we did for plan year 2024 for employees/families that elect the HMO plan for plan year 2025.

REQUESTED ACTION TO BE TAKEN BY BOARD:
Approve the recommendation for plan option Contribution Strategy (EE on HMO 100%), increase spousal and tobacco surcharge, and offer premium holiday.

2025 Renewal Summary

Jim Stewart, Senior Vice President
Callie Bupp, Strategic Marketing Manager
Michelle Ford, Account Executive

September 7th , 2024



THE CITY OF Doraville
Diversity, Vitality, Community

Relation™

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Neither Relation Insurance Services nor the Carriers will be bound by any typographical errors and/or omissions contained herein; please refer to actual proposal for rates, enrollment counts, contingencies and other conditions

Executive Summary

Relationships Matter.

	Current		Revised Renewal			Final Renewal			
Coverage	Carrier	Annual Cost	Carrier	Annual Cost	% Change	Carrier	Annual Cost	$ Change	% Change
Medical (EE and ER Paid)	Kaiser	1,469,688	Kaiser	1,683,899	14.6%	Kaiser	1,650,526	180,838	12.6%
Dental (EE and ER Paid)	Cigna	89,917	Cigna (Dual Option)	92,217	2.6%	Cigna (Dual Option)	92,217	2,300	2.6%
Vision (EE Paid)	Cigna	12,763	Cigna	13,404	5.0%	Cigna	13,404	641	5.0%
Basic Life & AD&D (City Paid)	NY Life	23,850	NY Life	23,850	0%	NY Life	23,850	0	0%
Long Term Disability (City Paid)	NY Life	37,018	NY Life	37,018	0%	NY Life	37,018	0	0%
Short Term Disability (City Paid)	NY Life	23,342	NY Life	23,342	0%	NY Life	23,342	0	0%
Annual Total Cost	1,656,578		1,873,730			1,840,357			
City Annual Cost	$1,478,861	89%							
Employee Annual Cost	$177,717	11%				Renewal Increase ($ / %)		$183,799	11%

- Kaiser released the renewal at +17% on both the HMO and PPO plans, based on unfavorable claims experience (MLR 110%), and the fact that enrollment in the HMO and Dual Choice PPO is still close to a 50/50 split.
- In an effort to partner with RIS and the city, Kaiser revised the renewal and agreed to lower the HMO renewal from +17% to +12%, contingent on the city providing a one-month premium holiday in an effort to shift enrollment over to the HMO where Kaiser can better control costs in their KP Facilities. KP did not revise the Dual Option PPO, and it remained at a +17% increase. This revised renewal resulted in an overall +14.6% increase if the city renewed with no benefit changes to either plans.
- **Upon further review of the marketplace offering from UHC, Kaiser agreed to lower the HMO from +12% to +10%, and the PPO from +17% to +15%, with no plan changes. This offer is contingent on the city offering the one-month premium holiday and changing the Employee only on the HMO to 100% city paid.**
- Several alternates are presented to lower the cost. All alternates require plan changes.
- Kaiser includes an annual Workforce Health Fund of $10,000.
- To receive a sustainable, solid renewal next year, without a change to the contributions, it is imperative to build and show the value to the employees of utilizing the KP model with the HMO plan.
- KP will plan to continue the quarterly educational sessions and RIS will continue to meet with all new hires, with the hopes of continuing to build rapport, trust, and sincere partnership with the employees at the city.

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Marketing Results

Fully Insured Proposals	
Carrier	Medical
Aetna	➢ Aetna declined to provide a quote.
Anthem	➢ Anthem begins to release quotes for groups of Doraville's size October 1st. ➢ We have requested they release rates for 12/1 in order to determine if they are even competitive. ➢ Awaiting UW decision.
GMA	➢ GMA released a quote at +42% above current Kaiser rates with several takeways to benefits on both plans, including higher deductibles and OOP maximums.
Cigna	➢ Cigna provided a proposal at +29% over current rates. ➢ The proposal is offered as a total replacement and a slice with Kaiser is not an option.
UHC	➢ UHC suggests the Surest Option as a full replacement. ➢ Surest plans offer $0 deductible and 100% coinsurance benefits. ➢ These plans offer upfront and transparent copays for all services. Copays are based on episodes of care, so that copays cover procedures/labs done during the visit. ➢ Example; the maternity copay includes everything (natural delivery, C-section, physician fees, facility fees, etc. ➢ Surest plans utilize UHCs Choice Plus National Network. ➢ Easy to understand due to simplicity of benefits. ➢ Can offer more than one Surest Plan or pair it with a HDHP for those employees who want the advantage of setting aside pre-tax funds to pay for medical expenses today and save for retirement.

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Medical Current / Renewal / Alternates / Contribution Models

Kaiser Medical: Initial Renewal (+17%)

Relationships Matter.

Medical		Kaiser (Policy# 10652)				
				Dual Choice PPO		
Benefits		HMO		KP / Network Providers		Out of Network
Deductible - Individual		1,000		1,500		3,500
Deductible - Family		2,000		3,000		7,000
Coinsurance		100%		90%		70%
Out of Pocket Max - Ind		3,500		4,000		8,000
Out of Pocket Max - Fam		7,000		8,000		16,000
Office Visits - PCP		25		30 KP / 50 Non KP		70% after Ded
Office Visits - Specialist		35		40 KP / 60 Non KP		70% after Ded
Preventive Care		100%		100%		70% after Ded
Emergency Room		250		250		250
Urgent Care		50		60 KP / 100 Non KP		70% after Ded
In-patient Hospitalization		100% After Ded		90% After Ded		70% after Ded
Out-patient Hospitalization		100% After Ded		90% After Ded		70% after Ded
Prescriptions - KP Pharmacy		5 / 15 / 30 / 45 / 20%		5 / 15 / 30 / 45 / 20%		70% after Ded
Prescriptions - Network Providers		N/A		15 / 25 / 50 / 75 / 30%		70% after Ded
Rates		Current	Initial Renewal		Current	Initial Renewal
Employee Only	23	642.27	751.22	19	798.22	933.65
Employee + Spouse	6	1,348.76	1,577.56	6	1,676.25	1,960.66
Employee + Child(ren)	10	1,252.42	1,464.88	9	1,556.52	1,820.61
Family	12	1,958.92	2,291.22	10	2,434.56	2,847.62
Annual Cost per Plan	51	706,752	826,642	44	762,936	892,380
Renewal Increase per Plan			17%			17%
Current Total Annual Cost			1,469,688			
Renewal Total Annual Cost			1,719,022			
Combined Annual Renewal Increase $ / %			249,335			17.0%

- Kaiser released the renewal at +17% on both the HMO and PPO plans with no benefit changes.

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Kaiser Medical: Revised Renewal (+14.6%)

Relationships Matter.

Medical	Kaiser (Policy# 10652)					
				Dual Choice PPO		
Benefits	HMO			KP / Network Providers		Out of Network
Deductible - Individual	1,000			1,500		3,500
Deductible - Family	2,000			3,000		7,000
Coinsurance	100%			90%		70%
Out of Pocket Max - Ind	3,500			4,000		8,000
Out of Pocket Max - Fam	7,000			8,000		16,000
Office Visits - PCP	25			30 KP / 50 Non KP		70% after Ded
Office Visits - Specialist	35			40 KP / 60 Non KP		70% after Ded
Preventive Care	100%			100%		70% after Ded
Emergency Room	250			250		250
Urgent Care	50			60 KP / 100 Non KP		70% after Ded
In-patient Hospitalization	100% After Ded			90% After Ded		70% after Ded
Out-patient Hospitalization	100% After Ded			90% After Ded		70% after Ded
Prescriptions - KP Pharmacy	5 / 15 / 30 / 45 / 20%			5 / 15 / 30 / 45 / 20%		70% after Ded
Prescriptions - Network Providers	N/A			15 / 25 / 50 / 75 / 30%		70% after Ded
Rates		Current	Revised Renewal		Current	Revised Renewal
Employee Only	23	642.27	719.30	19	798.22	933.65
Employee + Spouse	6	1,348.76	1,510.53	6	1,676.25	1,960.66
Employee + Child(ren)	10	1,252.42	1,402.64	9	1,556.52	1,820.61
Family	12	1,958.92	2,193.87	10	2,434.56	2,847.62
Annual Cost per Plan	51	706,752	791,519	44	762,936	892,380
Renewal Increase			12%			17%
Current Total Annual Cost	1,469,688					
Renewal Total Annual Cost	1,683,899					
Combined Annual Renewal Increase $ / %	214,211					14.6%

- Kaiser has agreed to lower the HMO renewal from +17% to +12%.
- Kaiser opted to keep the Dual Choice PPO at a +17% increase.
- This resulted in an overall +14.6% increase if the city renews with no benefit changes to either plans.

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Kaiser Medical: Final Revised Renewal (+12.6%)

Relationships Matter.

Medical	Kaiser (Policy# 10652)					
				Dual Choice PPO		
Benefits	HMO			KP / Network Providers		Out of Network
Deductible - Individual	1,000			1,500		3,500
Deductible - Family	2,000			3,000		7,000
Coinsurance	100%			90%		70%
Out of Pocket Max - Ind	3,500			4,000		8,000
Out of Pocket Max - Fam	7,000			8,000		16,000
Office Visits - PCP	25			30 KP / 50 Non KP		70% after Ded
Office Visits - Specialist	35			40 KP / 60 Non KP		70% after Ded
Preventive Care	100%			100%		70% after Ded
Emergency Room	250			250		250
Urgent Care	50			60 KP / 100 Non KP		70% after Ded
In-patient Hospitalization	100% After Ded			90% After Ded		70% after Ded
Out-patient Hospitalization	100% After Ded			90% After Ded		70% after Ded
Prescriptions - KP Pharmacy	5 / 15 / 30 / 45 / 20%			5 / 15 / 30 / 45 / 20%		70% after Ded
Prescriptions - Network Providers	N/A			15 / 25 / 50 / 75 / 30%		70% after Ded
Rates		Current	Final Renewal		Current	Final Renewal
Employee Only	23	642.25	706.48	19	798.22	917.95
Employee + Spouse	6	1,348.73	1,483.60	6	1,676.25	1,927.70
Employee + Child(ren)	10	1,252.40	1,377.63	9	1,556.52	1,790.00
Family	12	1,958.88	2,154.76	10	2,434.56	2,799.75
Annual Cost per Plan	51	706,736	777,409	44	762,936	877,377
Renewal Increase			10%			15%
Current Total Annual Cost	1,469,672					
Renewal Total Annual Cost	1,654,786					
Combined Annual Renewal Increase $ / %	185,114					12.6%

- Kaiser has agreed to lower the HMO renewal from +12% to +10% and the PPO from +17% to +15%, contingent on the city providing a one-month premium holiday for employees on the HMO, AND, changing the contribution for Employee only on the HMO to 100% city paid.
- This results in an overall +12.6% increase if the city renews with no benefit changes to either plans.

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Current Medical Contributions

Relationships Matter.

Current 2024 Medical Contribution Strategy											
ER pays 90% / EE pays 10%											
				Employer		Employee		% Split			
Plan Name	Tier	Count	Total Monthly Premium	City Monthly Premium	City Cost Per Paycheck	EE Monthly Premium	EE Cost Per Paycheck	City	EE	City Annual Cost	Employee Annual Cost
PPO	EE Only	19	$798.22	$718.40	$331.57	$79.82	$36.84	90%	10%	$163,795	$18,199
	EE + Spouse	6	$1,676.25	$1,508.63	$696.29	$167.63	$77.37	90%	10%	$108,621	$12,069
	EE + Child(ren)	9	$1,556.52	$1,400.87	$646.55	$155.65	$71.84	90%	10%	$151,294	$16,810
	Family	10	$2,434.56	$2,191.10	$1,011.28	$243.46	$112.36	90%	10%	$262,932	$29,215
HMO	EE Only	23	$642.25	$578.03	$266.78	$64.23	$29.64	90%	10%	$159,535	$17,726
	EE + Spouse	6	$1,348.73	$1,213.86	$560.24	$134.87	$62.25	90%	10%	$87,398	$9,711
	EE + Child(ren)	10	$1,252.40	$1,127.16	$520.23	$125.24	$57.80	90%	10%	$135,259	$15,029
	Family	12	$1,958.88	$1,762.99	$813.69	$195.89	$90.41	90%	10%	$253,871	$28,208
Grand Total		95								$1,322,705	$146,967
Annual Grand Total										$1,469,672	

- Currently the city contributes 90% to both plans, across all tiers.
- The city provided a one-month premium holiday in January 2024 to encourage a shift from the Dual Option PPO to the lower cost HMO. Kaiser is better able to control costs on the HMO.
- Employees who use Tobacco products incur an additional charge of $50.00 per pay period
- The City implemented a Spousal Surcharge of $35.00 per-pay period in January 2024.

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Renewal Contribution Strategy : (EE on HMO 100%)

Relationships Matter.

2025 Medical Contribution Strategy (City pays 100% for EE on HMO)											
ER pays 90% / EE pays 10% for all other tiers											
				Employer		Employee		% Split			
Plan Name	Tier	Count	Total Monthly Premium	City Monthly Premium	City Cost Per Paycheck	EE Monthly Premium	EE Cost Per Paycheck	City	EE	City Annual Cost	Employee Annual Cost
PPO	EE Only	19	$917.95	$826.16	$381.30	$91.80	$42.37	90%	10%	$188,363	$20,929
	EE + Spouse	6	$1,927.70	$1,734.93	$800.74	$192.77	$88.97	90%	10%	$124,915	$13,879
	EE + Child(ren)	9	$1,790.00	$1,611.00	$743.54	$179.00	$82.62	90%	10%	$173,988	$19,332
	Family	10	$2,799.75	$2,519.78	$1,162.97	$279.98	$129.22	90%	10%	$302,373	$33,597
HMO	EE Only	23	$706.48	$706.48	$326.07	$0.00	$0.00	100%	0%	$194,988	$0
	EE + Spouse	6	$1,483.60	$1,335.24	$616.26	$148.36	$68.47	90%	10%	$96,137	$10,682
	EE + Child(ren)	10	$1,377.63	$1,239.87	$572.25	$137.76	$63.58	90%	10%	$148,784	$16,532
	Family	12	$2,154.76	$1,939.28	$895.05	$215.48	$99.45	90%	10%	$279,257	$31,029
Grand Total		95								$1,508,806	$145,980
Annual Grand Total										$1,654,786	
							Total Annual Increase			$185,114	
								ER/EE increase		$186,101	-$987

This model is based on Kaiser's final, revised offer at +12.6% . This is contingent on the following:

- The city will change the contribution for the Employee only cost on the HMO from 90% to 100%.
- The city will once again offer a premium holiday in January 2025 for employees/families that elect the HMO plan.
- This scenario is part of a multi-year strategy to shift participation to the lower-cost HMO plan.
- Impact to paychecks is minimal.
- The city is looking to increase the Spousal surcharge from $35.00 per pay-period to $50.00 effective 1/1/2025.
- The city is looking to increase the Tobacco surcharge from $50.00 per pay-period to $75.00 per pay-period.

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Kaiser Medical: Alternate 1 (+8.1%)

Relationships Matter.

Medical	Kaiser (Policy# 10652)					
	DHMO PLAN B 1000/10/3.5			PPO PLAN C 1500/20/5000		
Benefits	HMO			KP / Network Providers		Out of Network
Deductible - Individual	1,000			1,500		3,500
Deductible - Family	2,000			3,000		7,000
Coinsurance	100% / 90%			90% / 80%		70% / 60%
Out of Pocket Max - Ind	3,500			4,000 / 5,000		8000 / 10,000
Out of Pocket Max - Fam	7,000			8000 / 10,000		16000 / 20,000
Office Visits - PCP	25			30 KP / 50 Non KP		70% after Ded / 60% after Ded
Office Visits - Specialist	35			40 KP / 60 Non KP		70% after Ded / 60% after Ded
Preventive Care	100%			100%		70% after Ded / 60% after Ded
Emergency Room	250			250		250
Urgent Care	50			60 KP / 100 Non KP		70% after Ded / 60% after Ded
In-patient Hospitalization	100% After Ded / 90% After Ded			90% After Ded / 80% After Ded		70% after Ded / 60% after Ded
Out-patient Hospitalization	100% After Ded / 90% After Ded			90% After Ded / 80% After Ded		70% after Ded / 60% after Ded
Prescriptions - KP Pharmacy	5 / 15 / 30 / 45 / 20%			5 / 15 / 30 / 45 / 20%		70% after Ded / 60% after Ded
Prescriptions - Network Providers	N/A			15 / 25 / 50 / 75 / 30%		70% after Ded / 60% after Ded
Rates		Current	Alt 1		Current	Alt 1
Employee Only	23	642.25	675.83	19	798.22	884.38
Employee + Spouse	6	1,348.73	1,419.24	6	1,676.25	1,857.20
Employee + Child(ren)	10	1,252.40	1,317.86	9	1,556.52	1,724.54
Family	12	1,958.88	2,061.27	10	2,434.56	2,697.36
Annual Cost per Plan	51	706,736	743,680	44	762,936	845,291
Renewal Increase			5%			11%
Current Total Annual Cost	1,469,672					
Renewal Total Annual Cost	1,588,971					
Combined Annual Renewal Increase $ / %	119,299					8.1%

- Alternate 1 keeps the Deductibles the same on both the HMO and Dual Choice PPO.
- Increasing OOP Maximums and requiring members to participate more in the coinsurance, results in lower premiums.

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Kaiser Medical: Alternate 2 (+6.8%)

Relationships Matter.

Medical	Kaiser (Policy# 10652)					
	DHMO-PLAN B 1000/10/3.5			PPO PLAN D - 2000/20/5.5		
Benefits	HMO			KP / Network Providers		Out of Network
Deductible - Individual	1,000			1,500 / 2,000		3,500 / 4,000
Deductible - Family	2,000			3,000 / 4,000		7,000 / 8,000
Coinsurance	100% / 90%			90% / 80%		70% / 60%
Out of Pocket Max - Ind	3,500			4,000 / 5,500		8,000 / 11,000
Out of Pocket Max - Fam	7,000			8,000 / 11,000		16,000 / 22,000
Office Visits - PCP	25			30 KP / 50 Non KP		70% after Ded / 60% after Ded
Office Visits - Specialist	35			40 KP / 60 Non KP		70% after Ded / 60% after Ded
Preventive Care	100%			100%		70% after Ded / 60% after Ded
Emergency Room	250			250		250
Urgent Care	50			60 KP / 100 Non KP		70% after Ded / 60% after Ded
In-patient Hospitalization	100% After Ded / 90% After Ded			90% After Ded / 80% after Ded		70% after Ded / 60% after Ded
Out-patient Hospitalization	100% After Ded / 90% After Ded			90% After Ded / 80% after Ded		70% after Ded / 60% after Ded
Prescriptions - KP Pharmacy	5 / 15 / 30 / 45 / 20%			5 / 15 / 30 / 45 / 20%		70% after Ded / 60% after Ded
Prescriptions - Network Providers	N/A			15 / 25 / 50 / 75 / 30%		70% after Ded / 60% after Ded
Rates		Current	Alt 2		Current	Alt 2
Employee Only	23	642.25	675.83	19	798.22	864.37
Employee + Spouse	6	1,348.73	1,419.24	6	1,676.25	1,815.18
Employee + Child(ren)	10	1,252.40	1,317.86	9	1,556.52	1,685.53
Family	12	1,958.88	2,061.27	10	2,434.56	2,636.34
Annual Cost per Plan	51	706,736	743,680	44	762,936	826,167
Renewal Increase per Plan			5%			8%
Current Total Annual Cost	1,469,672					
Renewal Total Annual Cost	1,569,848					
Combined Annual Renewal Increase $ / %	100,176					6.8%

- Kaiser's Alternate 2 keeps the Deductibles on the HMO unchanged and increases the Deductibles on the Dual Choice PPO.
- Increasing OOP Maximums and requiring members to participate more in the coinsurance, results in lower premiums.

Neither Relation Insurance Services nor the Carriers will be bound by any typographical errors and/or omissions contained herein; please refer to actual proposal for rates, enrollment counts, contingencies and other conditions

United HealthCare Surest Option

Relationships Matter.

Medical	UHC	
In-Network Benefits	Surest Plan (C6000)	
Individual Deductible	N/A	
Individual Deductible (within a family)	N/A	
Family Deductible	N/A	
Coinsurance	100%	
Individual OOP Max	6,000	
Family OOP Max	12,000	
Office Visits (PCP)	15 to 100 copay	
Office Visits (Specialist)	15 to 100 copay	
Virtual Visits	0 PCP / 15 to 100 Copay SP	
Preventive Care	Plan pays 100%	
Emergency Room	500 Copay	
Urgent Care	50 Copay	
Hospitalization Outpatient	40 to 3000 copay	
Hospitalization Inpatient	200 to 3000 copay	
Advanced Radiology (MRI / CT / PET)	100 to 700 Copay	
Physical / Chiropractic / Speech Therapy	15 to 95 Copay	
Retail Rx (30 day supply)	10 / 60 / 90	
Rates		Surest
Employee Only	42	694.41
Employee + Spouse	12	1458.26
Employee + Child(ren)	19	1354.10
Family	22	2117.95
Annual Cost Per Plan	95	1,427,846
Kaiser Total Annual Cost	1,469,688	
UHC Total Annual Cost	1,427,846	
Annual Change ($)	-41,842	
Annual Change (%)	-2.85%	

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UHC Features & Value-Added Programs

- Surest Plans are $0 deductible and 100% coinsurance plan.
- All cost shares are “smart copays” based on the provider that members choose to see. Members save **50% on their out-of-pocket max** compared to the national average and employers save on average between **10-14% on costs** compared to traditional medical plans.
- The Surest option uses the Choice Plus network. This is UHC’s largest national network in all 50 states that consists of over 1.6 million providers and over 6,300 hospitals.
- All FI plans include UHC’s national Rx network that consists of **over 60,000 pharmacies** nationally. Examples include CVS, Walgreens, Kroger, Publix, Rite Aid, etc.
- Surest Plans have Real Appeal and OnePass Select available as wellness options.

Scan the QR code:



Ancillary / Dental/ Vision / Life / Disability

Cigna Dental: Current / Renewal

Relationships Matter.

Dental	Cigna		
Benefits	Current / Renewal		
Deductible Individual/Family	50 / 150		
Plan Maximum	1,500		
Class I - Preventive & Diagnostic	**100%**		
Oral Exams / Routine X-Rays	2 per Calendar Year		
Cleanings	3 per Calendar Year		
Panoramic X-Rays	1 per 3 Calendar Years		
Fluoride	1 per Calendar Year, up to Age 18		
Sealant	1 Treatment per Tooth Every 3 Years, up to Age 14, Limited to posterior teeth		
Class II - Basic Care	**80%**		
Oral Surgery	80% After Ded		
Anesthetics	80% After Ded		
Endodontics / Periodontics	80% After Ded		
Space Maintainers	Limited to Non-Orthodontic Treatment up to age 19		
Fillings	Composite included on Anterior and Posterior		
Class III - Major Care	**50%**		
Bridges and Dentures	Replacement Every 5 Years		
Inlays/Onlays/Crowns	Replacement Every 5 Years		
Molar Root Canal	Included		
Class IV - Orthodontia	**50%**		
Orthodontia (child only)	50% to $1,500 Lifetime, Children age 19		
Class IX - Implants	**50%**		
Plan Calendar Max	50% after Ded, max $1,500		
Out-of-Network Reimbursement	**95th UCR**		
Rate Guaranteed	Until 1/1/2026		
Rates		Current	Renewal
Employee Only	46	33.83	35.52
Employee + Spouse	11	70.60	74.13
Employee + Child(ren)	21	86.87	91.21
Family	25	133.44	140.11
Total Annual Cost	78	7,493	7,868
Total Annual Cost	89,917		94,410
Annual Increase ($)			$4,494
Annual Increase (%)	5%		

See certificate booklets and benefit summaries for details.

- The current dental plan will renew at +5% or an additional $4,494.00 annually, with no benefit changes.

Neither Relation Insurance Services nor the Carriers will be bound by any typographical errors and/or omissions contained herein; please refer to actual proposal for rates, enrollment counts, contingencies and other conditions

Dental Contribution Splits: Current / Renewal

Relationships Matter.

Current Dental Contribution Strategy										
Plan Name	Tier	Count	Monthly Premium	Premium Split					City Totals	Employee Totals
				City Monthly Cost	EE Monthly Cost	EE Bi-Weekly Cost	City	EE	Annual Cost	Annual Cost
Dental	Employee Only	46	33.83	27.06	6.77	3.12	80%	20%	14,937	3,737
	Employee + Spouse	11	70.60	56.48	14.12	6.52	80%	20%	7,455	1,864
	Employee + Child(ren)	21	86.87	69.50	17.37	8.02	80%	20%	17,514	4,377
	Family	25	133.44	106.75	26.69	12.32	80%	20%	32,025	8,007
Grand Total		103							71,931	17,985
Annual Grand Total									89,917	

Renewal Dental Contribution Strategy										
Plan Name	Tier	Count	Monthly Premium	Premium Split					City Totals	Employee Totals
				City Monthly Cost	EE Monthly Cost	Bi-Weekly Cost	City	EE	Annual Cost	Annual Cost
Dental	Employee Only	46	35.52	28.42	7.10	3.28	80%	20%	15,688	3,919
	Employee + Spouse	11	74.13	59.30	14.83	6.84	80%	20%	7,828	1,958
	Employee + Child(ren)	21	91.21	73.00	18.21	8.40	80%	20%	18,396	4,589
	Family	25	140.11	112.09	28.02	12.93	80%	20%	33,627	8,406
Grand Total		103							75,538	18,872
Annual Grand Total									94,410	

- The Renewal scenario above assumes the city continues with one dental plan and keeps the ER/EE splits the same - 80% City and 20% Employee
- Paycheck increase is minimal.

Neither Relation Insurance Services nor the Carriers will be bound by any typographical errors and/or omissions contained herein; please refer to actual proposal for rates, enrollment counts, contingencies and other conditions

Cigna Dual Option Dental Plans

Relationships Matter.

Dental	Dual Option					
Benefits	Base Plan			Buy-up Plan		
Deductible Individual/Family	50 / 150			50 / 150		
Plan Maximum	1,500			2,000		
Class I - Preventive & Diagnostic	**100%**			**100%**		
Oral Exams / Routine X-Rays	2 per Calendar Year			2 per Calendar Year		
Cleanings	3 per Calendar Year			4 per Calendar Year		
Panoramic X-Rays	1 per 3 Calendar Years			1 per 3 Calendar Years		
Fluoride	1 per Calendar Year, up to Age 18			1 per Calendar Year, up to Age 18		
Sealant	1 Treatment per Tooth Every 3 Years, up to Age 14, Limited to posterior teeth			1 Treatment per Tooth Every 3 Years, up to Age 14, INCLUDING ANTERIOR AND POSTERIOR TEETH		
Class II - Basic Care	**80%**			**80%**		
Oral Surgery	80% After Ded			80% After Ded		
Anesthetics	80% After Ded			80% After Ded		
Endodontics / Periodontics	80% After Ded			80% After Ded		
Space Maintainers	Limited to Non-Orthodontic Treatment up to age 19			Limited to Non-Orthodontic Treatment up to age 19		
Fillings	Composite included on Anterior and Posterior			Composite included on Anterior and Posterior		
Class III - Major Care	**50%**			**50%**		
Bridges and Dentures	Replacement Every 5 Years			Replacement Every 5 Years		
Inlays/Onlays/Crowns	Replacement Every 5 Years			Replacement Every 5 Years		
Molar Root Canal	Included			Included		
Class IV - Orthodontia	**50%**			**50%**		
Orthodontia (child only)	NOT COVERED			50% to $1,500 Lifetime, Children age 19		
Class IX - Implants	**50%**			**50%**		
Plan Calendar Max	50% after Ded, max $1,500			50% after Ded, max $1,500		
Out-of-Network Reimbursement	**95th UCR**			**95th UCR**		
Rate Guaranteed	Until 1/1/2026			Until 1/1/2026		
Rates		Current	Base Plan		Current	Buy-up Plan
Employee Only	23	33.83	32.05	23	33.83	37.55
Employee + Spouse	6	70.60	66.89	5	70.60	78.37
Employee + Child(ren)	11	86.87	82.31	10	86.87	96.43
Family	13	133.44	126.43	12	133.44	148.12
Total Annual Cost	46,704		44,250	43,213		47,967
Annual Increase Per Plan %	-5%			11%		
Combined Annual Total $				$92,217		
Combined Annual Increase %				2.6%		$2,300

- This dual offering suggests a Base Dental plan with no Orthodontia at -5% less than the current plan.
- The Buy-Up Dental plan offers a higher annual max. of $2,000, an additional cleaning, Sealants for both anterior and posterior teeth and Orthodontia for children up to age 19. The Buy-up is +11% over the current plan.
- To adopt this Dual offering, the overall increase is +2.6% or $2,300 annually.

See certificate booklets and benefit summaries for

Neither Relation Insurance Services nor the Carriers will be bound by any typographical errors and/or omissions contained herein; please refer to actual proposal for rates, enrollment counts, contingencies and other conditions

Dental Contribution Splits: Dual Option

Relationships Matter.

Current Dental Contribution Strategy											
Plan Name	Tier	Count	Monthly Premium	Premium Split					City Totals	Employee Totals
				City Monthly	EE Monthly	EE Bi-Weekly	City	EE	Annual Cost	Annual Cost
Dental	Employee Only	46	33.83	27.06	6.77	3.12	80%	20%	14,937	3,737
	Employee + Spouse	11	70.60	56.48	14.12	6.52	80%	20%	7,455	1,864
	Employee + Child(ren)	21	86.87	69.50	17.37	8.02	80%	20%	17,514	4,377
	Family	25	133.44	106.75	26.69	12.32	80%	20%	32,025	8,007
Grand Total		103							71,931	17,985
Annual Grand Total										89,917

Dual Option Dental Contribution Strategy											
Plan Name	Tier	Count	Monthly Premium					Premium Split		City Totals	Employee Totals
				City Monthly	City Bi-Weekly	EE Monthly	EE Bi-Weekly	City	EE	Annual Cost	Annual Cost
Base Plan	Employee Only	23	32.05	25.64	11.83	6.41	2.96	80%	20%	7,077	1,769
	Employee + Spouse	6	66.89	53.51	24.70	13.38	6.18	80%	20%	3,853	963
	Employee + Child(ren)	11	82.31	65.85	30.39	16.46	7.60	80%	20%	8,692	2,173
	Family	13	126.43	101.14	46.68	25.29	11.67	80%	20%	15,778	3,945
Buy-up Plan	Employee Only	23	37.55	30.04	13.86	7.51	3.47	80%	20%	8,291	2,073
	Employee + Spouse	5	78.37	62.70	28.94	15.67	7.23	80%	20%	3,762	940
	Employee + Child(ren)	10	96.43	77.14	35.60	19.29	8.90	80%	20%	9,257	2,315
	Family	12	148.12	118.50	54.69	29.62	13.67	80%	20%	17,064	4,265
Grand Total		103								73,773	18,444
Annual Grand Total										92,217	

- The Renewal scenario above assumes the city elects to offer 2 Dental plans, a Base Plan and a Buy-Up plan.
- The Base Plan does not cover child orthodontia and is a good option for employees without children as the cost is lower than the Buy-up Plan.

Neither Relation Insurance Services nor the Carriers will be bound by any typographical errors and/or omissions contained herein; please refer to actual proposal for rates, enrollment counts, contingencies and other conditions

Cigna Vision Plans

Vision	Cigna		
Benefits	In-Network		Out-of-Network
Exam	10 Copay		42 Allowance
Standard Lenses			
Single Vision	10 Copay		40 Allowance
Bifocal	10 Copay		60 Allowance
Trifocal	10 Copay		80 Allowance
Frames	130 Allowance; 20% over allowance		45 Allowance
Lens Options			
UV Coating	15 Copay		N/A
Tint (Solid / Gradient)	15 Copay		N/A
Standard Plastic Scratch Coating	15 Copay		N/A
Standard Polycarbonate	40 Copay		N/A
Standard Progressive	55 Copay		N/A
Standard Anti-Reflective Coating	45 Copay		N/A
Contact Lenses			
Conventional	130 Allowance		105 Allowance
Medically Necessary	Plan Pays 100%		210 Allowance
Frequency			
Examination	Once every 12 months		
Frame	Once every 24 months		
Lenses or Contact Lenses	Once every 12 months		
Rate Guarantee	Until 1/1/2027		
Rates	Current		Renewal
Employee	42	6.50	6.83
Employee + SP	13	11.38	11.95
Employee + Child(ren)	20	12.35	12.97
Family	21	18.84	19.78
Total Annual Cost	96	12,763	13,404
Annual Renewal Increase $ / %			$641
Annual Renewal Increase $ / %			5%

See certificate booklets and benefit summaries for details

Neither Relation Insurance Services nor the Carriers will be bound by any typographical errors and/or omissions contained herein; please refer to actual proposal for rates, enrollment counts, contingencies and other conditions

Vision Contributions (100% EE Paid)

Current 2024 Vision Contributions (100% Employee Paid)							
Plan	Tier	Count	Vision Monthly Premium	Employee Cost		% Split	Employee Totals
				EE Monthly Total	EE Cost Per Paycheck (26)	EE	Annual Cost
Vision	EE Only	42	6.50	6.50	3.00	100%	3,276
	EE + Spouse	13	11.38	11.38	5.25	100%	1,775
	EE + Child(ren)	20	12.35	12.35	5.70	100%	2,964
	Family	21	18.84	18.84	8.70	100%	4,748
Annual Total		96					$12,763

Plan	Tier	Count	Vision Monthly Premium	Employee Cost		% Split	Employee Totals
				EE Monthly Total	EE Cost Per Paycheck (26)	EE	Annual Cost
Vision	EE Only	42	6.83	6.83	3.15	100%	3,442
	EE + Spouse	13	11.95	11.95	5.52	100%	1,864
	EE + Child(ren)	20	12.97	12.97	5.99	100%	3,113
	Family	21	19.78	19.78	9.13	100%	4,985
Annual Total		96					$13,404

Neither Relation Insurance Services nor the Carriers will be bound by any typographical errors and/or omissions contained herein; please refer to actual proposal for rates, enrollment counts, contingencies and other conditions

New York Life: Basic / Voluntary Life and AD&D

Relationships Matter.

Basic Life and AD&D	New York Life
Benefits	Current
EE Life Benefit	100,000
EE AD&D Benefit	Same as Life
Spouse Life Benefit	5,000 (Ends at Age 70)
Child Life Benefit	Birth - 6 months: 500
	6 months - 26 Years: 2,500
Accelerated Benefit	75% of Basic Life
Waiver of Premium	Included if Disabled Prior to Age 60; Ends at Age 65
Portability	Not Included
Conversion	Included
Seatbelt / Airbag Benefit	Included
Age Reduction Schedule	65% at Age 70, 50% at Age 75
Rate / $1,000 of Benefit	
Life Rate	0.155
Volume (Based on 115 enrolled)	11,500,000
Basic Dep Life Rate (per Family)	2.50
Number of Families	82
Dependent Monthly Premium	205
Total Annual Cost	23,850
Change From Current	0

- City-paid Basic Life and AD%D are under rate guarantee until 1/1/2026.
- Currently there are 53 employees, 31 spouses and 32 children enrolled in Voluntary Life benefits.

Voluntary Life	New York Life
Employee (54 enrolled)	Current / Renewal
Benefit	Increments of 10,000 to Lesser of 300,000 or 5x Earnings
Guarantee Issue	100,000
Vol AD&D Benefit	Equal to Life
Rate / $1,000 of Benefit	
Under 20	0.080
21 - 24	0.080
25 - 29	0.070
30 - 34	0.080
35 - 39	0.100
40 - 44	0.170
45 - 49	0.250
55 - 59	0.650
60 - 64	0.930
65 - 69	1.630
70 - 74	3.610
75 +	5.860
Optional AD&D	0.021
Spouse (23 enrolled)	
Benefit	Increments of 5,000 to 50% of employee amount or 150,000
Guarantee Issues	25,000
Rates	See Employee Rates
Child(ren) (27 enrolled)	
Benefit	Birth to 6 Months: $500
	6 Months to 26 Years: Increments of 5,000 to 10,000
Guarantee Issue	10,000
Rates	0.182 per 1,000
Eligibility	Birth to 26 Years
Features	
Age Reduction Schedule	65% at Age 65, 50% at Age 70
Seatbelt / Airbag Benefits	Included
Waiver of Premium	Included
Conversion	Included
Portability	Included, with EOI
Accelerated Benefit	75% of Benefit to 250,000

Neither Relation Insurance Services nor the Carriers will be bound by any typographical errors and/or omissions contained herein; please refer to actual proposal for rates, enrollment counts, contingencies and other conditions

New York Life: Short Term / Long Term Disability

Relationships Matter.

Short Term Disability	New York Life
Benefits	Current
Benefit Percentage	66.67%
Maximum Benefit	2,000 per week
Minimum Benefit	50 per week
Elimination Period	14/14
Job Definition	Own Occupation
Return to Work Incentive	Included
Benefit Duration	11 weeks
Rate Guarantee	Until 1/1/26
Volume (Based on 115 enrolled)	86,453
Rate / $10 of Benefit	0.225
Monthly Premium	$1,945
Total Annual Cost	23,342
Change From Current	0%

Long Term Disability	New York Life
Benefits	Current
Benefit Percentage	66.67%
Maximum Monthly Benefit	8,000 per month
Minimum Benefit	Greater of 100 or 10% of Benefit
Definition of Disability	2 Yrs. Own Occ.
Elimination Period	90 days
Benefit Duration	Social Security Normal Retirement Age
Pre-existing Exclusion	3/12
Definition of Earnings	Base Salary
Survivor Benefit	3 months
Alcohol/Drug, Substance Abuse/Mental Disorder	24 months
Rate Guarantee	Until 1/1/26
Volume (Based on 115 enrolled)	560,881
Rate / $100 of Payroll	0.55
Monthly Premium	3,084.85
Total Annual Cost	37,018
Change From Current	0%

- City-paid STD and LTD are under rate guarantee until 1/1/2026.
- Currently there are 115 Employees enrolled in STD and LTD.

Neither Relation Insurance Services nor the Carriers will be bound by any typographical errors and/or omissions contained herein; please refer to actual proposal for rates, enrollment counts, contingencies and other conditions

2025 Renewal Planning

Relationships Matter.

Renewal planning for 1/1/2025

- Medical
  - Confirm if any additional options KP need to be requested
  - Confirm if we pursue Surest / UHC
- Ancillary
  - Dental options presented; confirm if any changes/adds need to be made
  - Confirm NY life LTD/STD/Life renewal (no change in rates)
  - Slight increase in vision / confirm plans / rates
- Annual review of contribution strategy with finalized plan decisions
- Receive updates for benefit booklet. RIS to deliver template OE presentation
- Council meeting set for 9/11 @ 6:00
- Confirm OE dates and times

Thursday, 10/3 at 9AM, 2PM, 6PM

Monday, 10/6 at 9AM, 2PM, 6PM

Neither Relation Insurance Services nor the Carriers will be bound by any typographical errors and/or omissions contained herein; please refer to actual proposal for rates, enrollment counts, contingencies and other conditions

AGENDA ITEM NO. X.C

Agenda Item Memorandum

CITY COUNCIL AGENDA ITEM REPORT

ITEM TITLE: Consideration of Approval of First Amendment to Employment Agreement with Christopher Eldridge as City Manager for the Cityof Doraville Georgia
Presented by Cecil McLendon, City Attorney

DATE: September 11, 2024

SUBMITTED BY: Shanta Bingham, City Attorney

ITEM TYPE: Action Item

AGENDA SECTION: NEW BUSINESS

SUGGESTED ACTION:

ATTACHMENTS:
Memo SJB.pdf
Manager_Agreement SJB.pdf

To	Honorable Mayor and City Council
From	Cecil G. McLendon, Jr., City Attorney
Date	September 11, 2024 City Council Meeting
Subject Title	Consideration of Approval of First Amendment to Employment Agreement with Christopher Eldridge as City Manager for the City of Doraville, Georgia

Summary

In May of 2023, the City and City Manager executed an Employment Agreement ("Employment Agreement") for City Manager to provide services to the City through June 30, 2024, subject to two (2) automatic renewal terms of one (1) year.

As part of the Employment Agreement, Section 2(B) provides that the City may increase the City Manager's base salary and/or other benefits of the City Manager in such amounts and to such an extent as the Mayor and City Council may determine desirable on the basis of an annual performance evaluation of the City Manager, such increase to be in the City's sole discretion.

,
Based upon its annual performance evaluation of the City Manager, the City Council directed that that the City Manager shall receive an increase in annual compensation beginning October 1, 2024, in the amount of four percent (4%) of his current annual salary, which brings the City Manager's annual base salary to $198,640.00.

Accordingly, please find the proposed First Amendment to Employment Agreement for the Council's consideration and approval.

Attachments

1. Proposed First Amendment to Employment Agreement

STATE OF GEORGIA
DEKALB COUNTY
CITY OF DORAVILLE

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT ("Amendment") is made and entered into this ___ day of _____, 2024, by and between the **CITY OF DORAVILLE, GEORGIA**, a municipal body politic and corporate ("City"), and **CHRISTOPHER D. ELDRIDGE** ("City Manager").

WITNESSETH:

WHEREAS, the City and City Manager executed an Employment Agreement ("Employment Agreement") for City Manager to provide services to the City through June 30, 2024, subject to two (2) automatic renewal terms of one (1) year; and

WHEREAS, as part of the Employment Agreement, Section 2(B) provides that the City may increase the City Manager's base salary and/or other benefits of the City Manager in such amounts and to such an extent as the Mayor and City Council may determine desirable on the basis of an annual performance evaluation of the City Manager, such increase to be in the City's sole discretion; and

WHEREAS, City Council has conducted its annual performance evaluation of the City Manager and has determined that the City Manager shall receive an increase in annual compensation, beginning October 1, 2024, in the amount of four percent (4%) of his current annual salary, which brings the City Manager's annual base salary to $198,640.00;

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective October 1, 2024, Section 2(A) of the Employment Agreement is hereby amended to provide as follows:

> A. "For the performance of services pursuant to this Agreement, the City agrees to pay the City Manager an annual base salary of $198,640.00, payable in equal installments at the same time as other City employees are paid."

2. All other provisions of the Employment Agreement referenced hereto are hereby retained and continued in full force and effect as if restated in their entirety herein. This Amendment hereby rescinds any conflicting provisions of the Agreement.

3. This Amendment shall be effective immediately upon its adoption by the Mayor and City Council of the City of Doraville, Georgia, except as otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representative, on this 11th day of September , 2024.

CITY OF DORAVILLE

_____
Joseph Geierman, Mayor

Attest:

_____
Shanta J. Bingham, City Clerk

CITY MANAGER

_____
Christopher D. Eldridge

AGENDA ITEM NO. X.D

Agenda Item Memorandum

CITY COUNCIL AGENDA ITEM REPORT

ITEM TITLE: Bankers Industrial Drive - Paving
Presented by Chirs LaFleur, Director of Public Works

DATE: September 11, 2024

SUBMITTED BY: Shanta Bingham, Public Works

ITEM TYPE: Action Item

AGENDA SECTION: NEW BUSINESS

SUGGESTED ACTION:

ATTACHMENTS:
Memo.pdf
9.11.24 - Bankers Industrial Drive Paving - Memo.pdf
Bankers Estimate Revised.pdf
Map - Bankers Industrial Drive.pdf

THE CITY OF DORAVILLE AGENDA ITEM SHEET

SUBJECT: Bankers Industrial Drive - Paving

DATE OF MEETING: 9.11.24

BUDGET IMPACT: YES

BUDGET IMPACT AMOUNT: $190,885.62

FUNDING SOURCE:

☐ ANNUAL ☑ CAPITAL ☐ N/A

REGULAR MEETING ☑

WORK SESSION ☐

RECOMMENDATION ☐

POLICY/DISCUSSION ☐

REPORT ☐

OTHER ☐

DEPARTMENT: Public Works

REQUESTOR: Chris LaFleur

COMMENTS AND RECOMMENDATIONS:

This request provides an opportunity to collaborate with the City of Peachtree Corners to complete the paving on Bankers Industrial Drive. The Surface Masters Inc. have provided a proposal in the amount of $165,987.50. The requested amount includes a 15% contingency.

REQUESTED ACTION TO BE TAKEN BY BOARD:

Approval

THE CITY OF Doraville℠

Diversity. Vitality. Community

MEMORANDUM

TO: City Council

FROM: Public Works

SUBJECT: Bankers Industrial Drive – Paving

DATE: September 11, 2024

PURPOSE

The City of Peachtree Corners has reached out to the City of Doraville to explore a potential collaboration on a paving project along Bankers Industrial Drive. This road is included in Peachtree Corners' 2024 street resurfacing list, but a portion of it falls within Doraville's city limits. Partnering on this project would ensure a seamless transition and comprehensive completion of the paving work on Bankers Industrial Drive within this industrial area.

The project has already been competitively bid by the City of Peachtree Corners. If approved, Doraville would benefit from the same unit pricing. The selected contractor, The Surface Masters, Inc., has proposed a cost of $165,987.50 to complete the paving within Doraville's city limits.

Staff recommends project award to The Surface Masters, Inc. in collaboration with the City of Peachtree Corners.

STAFF RECOMMENDATION: APPROVAL

The Surface Masters, Inc.
1393 Cobb Industrial Way
Marietta, GA 30066

P (770) 250-6392
F (770) 674-6086

Estimate

Project Name: Bankers Industrial Drive (Revised) **Date:** 8/23/2024
Project Address: Bankers Industrial Drive Doraville, GA 30360

Company Info

Name: The City of Doraville
Address: 3725 Park Ave, Doraville, GA 30340
Phone: 470-223-4222
Email: chris.lafleur@doravillega.us

Estimator

Name: Michael Lotero
Phone: 470-551-9733
Email: michael.lotero@thesurfacemasters.com
Website: www.thesurfacemasters.com

ITEM	DESCRIPTION	QUANTITY	Unit	UNIT RATE	TOTAL COST
1	ADJUST MANHOLES TO GRADE	4	EA	$500.00	$2,000.00
2	RECYCLED ASPH CONC PATCHING INCL BITUM MATL & H LIME	500	TN	$125.68	$62,840.00
3	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TP1, GP 2 ONLY, INCL BITUM MATL & H LIME (1.25")	400	TN	$118.07	$47,228.00
4	RECYCLED ASPH CONC - D.Mix (.75")	250	TN	$153.11	$38,277.50
5	MILLING ASPH CONC PVMT, VARIABLE DEPTH	2800	SY	$4.14	$11,592.00
6	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	1800	LF	$2.25	$4,050.00

GRAND TOTAL $165,987.50

NOTES

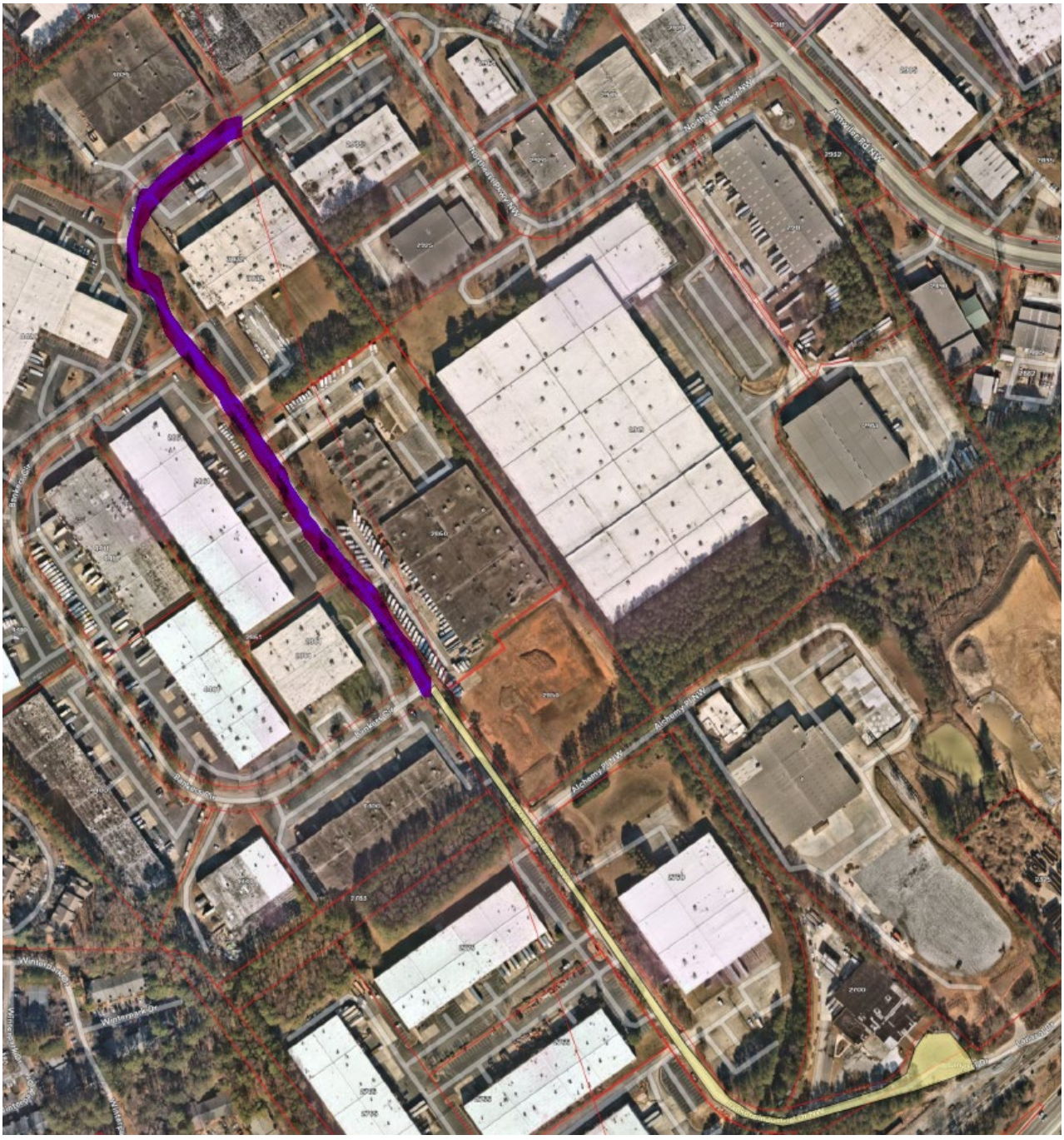
1. Prices valid until Dec. 31, 2024 if accepted within 30 days from date of estimate.
2. Priced to be completed along with the Resurfacing work for the City of Peachtree Corners.
3. Manholes are priced for riser rings.

Authorization & Acceptance

Signature _____
Name: Chris LaFleur, CPM
Title: Director of Public Works
Date:

Signature Michael Lotero
Name: Michael Lotero
Title: Estimator
Date: 8/23/2024

Bankers Industrial Drive



AGENDA ITEM NO. X.E

Agenda Item Memorandum

CITY COUNCIL AGENDA ITEM REPORT

ITEM TITLE: Intergovernmental Agreement for the Provision of Financial and Support Services to the City of Doraville Downtown Development Authority.

Presented by Cecil McLendon, Authority Attorney

DATE: September 11, 2024

SUBMITTED BY: Shanta Bingham, City Manager

ITEM TYPE: Action Item

AGENDA SECTION: NEW BUSINESS

SUGGESTED ACTION:

ATTACHMENTS:

Agenda Memo re support services for DDA (Council 9.11.2024) SJB.pdf
IGA for staffing services - CODV DDA (revised 082924).pdf

THE CITY OF Doraville℠

Diversity. Vitality. Community

MEMORANDUM

TO: City Council

FROM: Cecil G. McLendon, Jr., City Attorney

SUBJECT: Intergovernmental Agreement for the Provision of Financial and Support Services to the City of Doraville Downtown Development Authority ("Agreement")

DATE: September 11, 2024

Recommendation

Staff recommends that the City Council adopt the proposed Agreement referenced above which provides for the City of Doraville ("City") to provide the City of Doraville Downtown Development Authority ("DDA") certain financial and support services as more particularly described in Article 1 of the Agreement and summarized in this memorandum.

Summary

In order to operate efficiently and effectively, the DDA requires that certain financial and administrative services be provided and that a process is in place to ensure operational success. The attached proposed Agreement provides for the City to provide such services to the DDA for the compensation set forth in Article 3 of the Agreement. Services will consist of financial, accounting, and budgeting support. In addition, services will include meeting and staffing support for the DDA. Pursuant to the Agreement, the parties will establish an internal process for handling matters such as meetings, notices, filing, and document retention, as well as additional administrative matters.

Attachment

Agreement

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF FINANCIAL AND SUPPORT SERVICES TO THE CITY OF DORAVILLE DOWNTOWN DEVELOPMENT AUTHORITY

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into by and between the **CITY OF DORAVILLE, GEORGIA** ("City"), and the **CITY OF DORAVILLE DOWNTOWN DEVELOPMENT AUTHORITY** ("DDA"), this ___ day of _____, 2024.

WI T N E S S ETH:

WHEREAS, the City is a municipal corporation created and existing pursuant to the Constitution and laws of the State of Georgia; and

WHEREAS, the DDA is a Downtown Development Authority, organized under the laws of the State of Georgia and created by the Mayor and City Council of the City of Doraville pursuant to an appropriate Resolution of the Council, pursuant to the provisions of O.C.G.A. Title 36, Chapter 42, as amended; and

WHEREAS, the DDA requires financial and support services in connection with its business; and

WHEREAS, because the DDA's business is beneficial to the City to the revitalization of the City's downtown area, the City desires to perform such services for the DDA; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the DDA and the City desire to enter into this Agreement for the provision of financial and support services as more particularly described herein ("Services"); and

WHEREAS, the DDA and the City have authorized the execution of this Agreement through appropriate action by their respective governing bodies;

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the DDA and the City do hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to provide vital financial and support services to the DDA generally and in connection with special projects and activities of the DDA. The City agrees to provide and the DDA agrees to accept such Services pursuant to the terms of this Agreement.

"Services" shall mean:

1. Financial and Related Services. The City shall provide certain financial, accounting, and support services including, but not limited to:

a. The City shall provide budgetary and accounting review, implementation, and support;

b. The City shall pay, with authorized funds, any and all authorized claims and debts of the DDA as may be requested by the DDA;

c. The City shall review bank account statements and other financial and relevant information;

d. The City shall make bank deposits and conduct banking transactions on behalf of the DDA in connection with its business;

e. The City shall provide other financial and support services and reports as may be requested by the DDA from time to time.

2. Additional Administrative Services. In addition to the above, the City shall provide support for DDA meetings, including the following:

a. The City Clerk shall serve as clerk for the DDA, and assist the DDA in establishing an internal process for handling matters such as meetings, notices, filing and document retention and other matters;

b. The City shall be responsible for staffing all meetings as required by the DDA. This includes ensuring the presence of qualified personnel to facilitate and manage the meetings effectively;

c. The City shall coordinate with the DDA to schedule meetings, ensuring that all necessary participants are informed and available;

d. The City shall prepare and distribute meeting agendas prior to each scheduled DDA meeting;

e. Agendas shall include all topics to be discussed, the order of discussion, and any relevant documents or materials needed for the meeting;

f. The City shall collaborate with the DDA to ensure that the agendas meet the DDA's requirements and objectives;

g. The City shall take minutes during DDA meetings and distribute them to all DDA members as soon as possible after the meeting.

h. The City shall ensure that all action items from the meetings are tracked and followed up on in subsequent DDA meetings.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall be effective upon execution, and shall renew annually. Either party may terminate this Agreement at an earlier date upon at least sixty (60) days' written notice to the other party.

ARTICLE 3
COMPENSATION AND CONSIDERATION

Because the DDA's business is beneficial to the City and the City desires to assist the DDA in that regard, the parties hereto agree that the Services to be performed under this Agreement shall be provided by the City $50,000 with a 3 % increases per annum, unless otherwise agreed to by the parties in writing.

ARTICLE 4
RECORDKEEPING AND REPORTING

The City shall prepare and deliver monthly reports of the DDA's finances to the DDA. The reports shall describe general financial transactions of the DDA (if any) as well as financial transactions related to activities of the DDA, if any.

ARTICLE 5
MISCELLANEOUS

1. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and all understandings, representations, agreements between them. Each party warrants to the other that no agent, officer, employee, attorney or other representative of either has made any representation or statement, nor are there any other agreements or understandings between or among any of the parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein.

2. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid. Notice shall be given:

If to the DDA:

Chairman
City of Doraville Downtown Development Authority
_____
Doraville, Georgia 30340

If to the City:

City Manager, City of Doraville
3725 Park Avenue
Doraville, Georgia 30340

3. Further Documents. The parties shall execute such other and further documents as may be deemed necessary by either party to fulfill the intent of the parties to this Agreement.

4. Time of Essence. Time is of the essence of each and every term, provision and covenant of this Agreement.

5. Governing Law. This Agreement is made and shall be construed under and in accordance with the laws of the State of Georgia.

6. Captions. All captions, headings, section, and subsection numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit, or otherwise vary in any respect the text of this Agreement.

7. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

8. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of the Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed under their respective seals as of the day and year first above written.

CITY OF DORAVILLE DOWNTOWN DEVELOPMENT AUTHORITY

BY: _____
Chairman

Attest:

_____
Secretary

CITY OF DORAVILLE, GEORGIA

_____
Mayor

Attest:

_____
City Clerk